

SDMS US EPA REGION V -1

**SOME IMAGES WITHIN THIS
DOCUMENT MAY BE ILLEGIBLE
DUE TO BAD SOURCE
DOCUMENTS.**

Exhibit 3.3
Information Requests No. 22-28

CONFIDENTIAL BUSINESS
INFORMATION

Pursuant to 40 CFR Part 2, Subpart B, Monsanto Company hereby asserts a business confidentiality claim covering this Exhibit and all documents attached thereto.

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MONSANTO CHEMICAL COMPANY LITIGATION
 ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
 EXCEPT WHERE SHOWN OTHERWISE. IT IS PROTECTED UNDER ATTORNEY-CLIENT
 PRIVILEGE AND WORK-PRODUCT DOCTRINE.

PROTECTED MATERIAL: MONSANTO
 INSURANCE COVERAGE LITIGATION

AGREEMENT FOR DUMPING PRIVILEGES

This Agreement made and entered into this 11th day of
December, 1957, by and between LEO SAUGET, of Monsanto
 Village, St. Clair County, State of Illinois, hereinafter called
 "Sauget" and the MONSANTO CHEMICAL COMPANY, a Delaware Corpora-
 tion with General Offices at St. Louis, Missouri, hereinafter
 called "Monsanto."

WITNESSETH THAT:

WHEREAS, Monsanto owns and operates a chemical industry
 situated in the Village of Monsanto, Centerville Township, St.
 Clair County, Illinois, and desires to dispose of refuse
 materials from said industry, and

WHEREAS, Sauget owns certain property in Monsanto Village,
 Centerville Township, St. Clair County, Illinois, which is
 operated by Sauget as a private dump, and

WHEREAS, Sauget is willing to permit the disposal of such
 refuse by Monsanto on Sauget's property upon the terms and
 conditions hereinafter set out,

NOW THEREFORE, it is hereby agreed by and between the
 parties hereto as follows:

Sauget agrees as follows:

WCS 034432

- (a) To permit Monsanto to haul and dump at Monsanto's
 expense and risk any or all refuse resulting from the
 normal operations at Monsanto's chemical plant. Any
 refuse containing acid shall be neutralized with lime.
- (b) To maintain the dump at all times in such condition as
 to allow Monsanto to freely dump all refuse. Cinders
 will be furnished by Monsanto to assist in this
 maintenance as Monsanto deems necessary.
- (c) To maintain at all times access for trucks to the dump
 from the nearest improved road.

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PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 23, 1998 RELEASED UNDER PROTECTED MATERIAL
TREATY AND ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

- (d) To hold Monsanto harmless from and indemnify Monsanto against any and all liability, loss or expense that might arise by reason of damage to property or crop or injury to person or persons resulting directly or indirectly from the operation of said dump, from materials deposited therein or from Monsanto's use thereof.

Monsanto agrees as follows:

- (a) To pay to Sauget at the end of each year that this agreement is in effect, the sum of Three Thousand Dollars (\$3,000.00).
- (b) To indemnify Sauget against any and all damage to Monsanto's equipment or injury to Monsanto's employee or agents while on the property of Sauget.

This agreement shall continue in effect for a period of one year from January 1, 1958, to January 1, 1959, and thereafter from year to year subject to the right of either party to terminate same at any time after January 1, 1959, by giving to the other party at least ninety (90) days' written notice of that party's intention to cancel same.

Should this agreement be terminated at any time other than at the end of a calendar year then payment shall be prorated on the basis of Three Thousand Dollars (\$3,000.00) per year.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in triplicate the day and year first above written.

MONSANTO CHEMICAL COMPANY

LEO SAUGET

By: [Signature]

Vice President

Witness: [Signature]

Date: December 11, 1957

Witness: [Signature]

Date: Dec 11, 1957

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MCO 0544433

HED 0000824

HMS002044



STATE OF ILLINOIS

COMPANY CONFIDENTIAL

ENVIRONMENTAL PROTECTION AGENCY

December 2, 1970

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

ST. CLAIR COUNTY - Solid Waste Disposal
Sauget/Paul Sauget

SPRINGFIELD, ILLINOIS 62706
AREA 217 - 525-6580

CERTIFIED MAIL

Mr. Paul Sauget
2902 Monsanto Avenue
Sauget, Illinois 62206

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

Dear Mr. Sauget:

On November 11, 1970, Sanitary Inspector Richard Ballard, representing this Agency, conducted an inspection of your solid waste disposal site located at Sauget, Illinois. Site operator, Jim Lindsey, was contacted at the time of the inspection.

The inspection disclosed the following deficiencies which this Agency feels may constitute a violation of pertinent provisions of the Environmental Protection Act:

1. The site is not adequately fenced with an entrance gate that can be locked and posted.
2. Opening and closing hours and days of operation are not clearly shown.
3. Dumping of refuse on the site is not confined to the smallest practical area.
4. Portable fencing is not used to prevent blowing litter from the unloading site.
5. The fill and surrounding area is not policed to collect all scattered material.
6. A compacted layer of at least six (6) inches of cover material is not applied to all exposed refuse at the end of each working day.
7. All salvaged materials are not removed from the landfill site daily or properly stored so that they will not create a nuisance, rat harborage or unsightly appearance.

The results of this investigation are being considered for presentation to the Pollution Control Board of Illinois. You must immediately report to this Agency any change of circumstance which you feel would alter the results of our investigation. Address any comments to C. E. Clark, Chief, Bureau of Land Pollution Control.

Very truly yours,

C. W. Klassen
Director

THE NEW ILLINOIS

THE NEW ILLINOIS

HED 0000825

MCO 0546364

HMSQ02389

AGREEMENT FOR DUMPING PRIVILEGES

This Agreement made and entered into this 11th day of December, 1957, by and between LEO SAUGET, of Monsanto Village, St. Clair County, State of Illinois, hereinafter called "Sauget" and the MONSANTO CHEMICAL COMPANY, a Delaware Corporation with General Offices at St. Louis, Missouri, hereinafter called "Monsanto."

WITNESSETH THAT:

WHEREAS, Monsanto owns and operates a chemical industry situated in the Village of Monsanto, Centerville Township, St. Clair County, Illinois, and desires to dispose of refuse materials from said industry, and

WHEREAS, Sauget owns certain property in Monsanto Village, Centerville Township, St. Clair County, Illinois, which is operated by Sauget as a private dump, and

WHEREAS, Sauget is willing to permit the disposal of such refuse by Monsanto on Sauget's property upon the terms and conditions hereinafter set out,

NOW THEREFORE, it is hereby agreed by and between the parties hereto as follows:

Sauget agrees as follows:

- (a) To permit Monsanto to haul and dump at Monsanto's expense and risk any or all refuse resulting from the normal operations at Monsanto's chemical plant. Any refuse containing acid shall be neutralized with lime.
- (b) To maintain the dump at all times in such condition as to allow Monsanto to freely dump all refuse. Cinders will be furnished by Monsanto to assist in this maintenance as Monsanto deems necessary.
- (c) To maintain at all times access for trucks to the dump from the nearest improved road.

W6K 4083085

- (d) To hold Monsanto harmless from and indemnify Monsanto against any and all liability, loss or expense that might arise by reason of damage to property or crops or injury to person or persons resulting directly or indirectly from the operation of said dump, from materials deposited therein or from Monsanto's use thereof.

Monsanto agrees as follows:

- (a) To pay to Sauget at the end of each year that this agreement is in effect, the sum of Three Thousand Dollars (\$3,000.00).
- (b) To indemnify Sauget against any and all damage to Monsanto's equipment or injury to Monsanto's employees or agents while on the property of Sauget.

This agreement shall continue in effect for a period of one year from January 1, 1958, to January 1, 1959, and thereafter from year to year subject to the right of either party to terminate same at any time after January 1, 1959, by giving to the other party at least ninety (90) days' written notice of that party's intention to cancel same.

Should this agreement be terminated at any time other than at the end of a calendar year then payment shall be prorated on the basis of Three Thousand Dollars (\$3,000.00) per year.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in triplicate the day and year first above written.

MONSANTO CHEMICAL COMPANY

LEO SAUGET

By: [Signature]

Vice President

Witness: [Signature]

Date: December 11, 1957

Witness: [Signature]

Date: Dec 16, 1957

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WCK 4083086

VAULT COPY
Return to Office
of the Secretary

AGREEMENT FOR DUMPING PRIVILEGES

This Agreement made and entered into this 11th day of December, 1957, by and between LEO SAUGET, of Monsanto Village, St. Clair County, State of Illinois, hereinafter called "Sauget" and the MONSANTO CHEMICAL COMPANY, a Delaware Corporation with General Offices at St. Louis, Missouri, hereinafter called "Monsanto."

WITNESSETH THAT:

WHEREAS, Monsanto owns and operates a chemical industry situated in the Village of Monsanto, Centerville Township, St. Clair County, Illinois, and desires to dispose of refuse materials from said industry, and

WHEREAS, Sauget owns certain property in Monsanto Village, Centerville Township, St. Clair County, Illinois, which is operated by Sauget as a private dump, and

WHEREAS, Sauget is willing to permit the disposal of such refuse by Monsanto on Sauget's property upon the terms and conditions hereinafter set out,

NOW THEREFORE, it is hereby agreed by and between the parties hereto as follows:

Sauget agrees as follows:

- (a) To permit Monsanto to haul and dump at Monsanto's expense and risk any or all refuse resulting from the normal operations at Monsanto's chemical plant. Any refuse containing acid shall be neutralized with lime.
- (b) To maintain the dump at all times in such condition as to allow Monsanto to freely dump all refuse. Cinders will be furnished by Monsanto to assist in this maintenance as Monsanto deems necessary.
- (c) To maintain at all times access for trucks to the dump from the nearest improved road.

WCK 4083085

WASTE DISPOSAL AGREEMENT

This Agreement made and entered into as of the first day of January, 1964, by and between MONSANTO COMPANY, a Delaware corporation, of St. Louis, Missouri, (hereinafter called "Monsanto") and INDUSTRIAL SALVAGE AND DISPOSAL, INC., a Delaware corporation, of 2902 Monsanto Avenue, Monsanto, Illinois, (hereinafter called "Industrial"),

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

WITNESSETH:

WHEREAS, by an Indenture of Lease of even date herewith Industrial has leased from Monsanto a tract of land of approximately twenty-two acres located near the east bank of the Mississippi River in the Village of Monsanto, Illinois, (hereinafter called the "Leased Property"); and

WHEREAS, Industrial proposes to operate on the Leased Property a sanitary landfill dump (hereinafter called the "Dump") to provide for the disposal of certain chemical waste materials of Monsanto;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for good and valuable other consideration, Monsanto and Industrial hereby agree as follows:

1. Operation of Dump. Industrial shall operate the Dump on the Leased Property in accordance with the procedures, terms and provisions set forth in the Specifications attached hereto and made a part hereof. Monsanto, at its own expense, shall arrange for the trucking of the chemical wastes from its chemical plants to the site of the Dump, and for the unloading of such wastes at the Dump. Industrial shall furnish and provide all labor and other personnel and all materials and equipment necessary for the proper operation of the Dump. Monsanto shall notify Industrial of the Monsanto employe (hereinafter called the "Engineer") who is authorized to represent Monsanto under this Agreement.

2. Removal of Drums. In connection with its operation of the Dump, Industrial has requested permission from Monsanto to remove and salvage, at Industrial's risk and expense, certain empty metal drums used to transport chemical waste materials to the Dump.

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MCO 0544441

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**PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION**

**MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE**

Monsanto hereby grants such permission to Industrial on the following terms and conditions:

(a) Industrial may remove from the Dump, at its own risk and expense, such number as it determines of empty metal drums that Monsanto's Engineer designates to be surplus drums, but solely for the purpose of selling the same to reputable steel scrap companies as scrap metal or to reputable salvage companies for cleaning and reclaiming. Industrial shall not sell or otherwise dispose of any of said drums to any other person, firm or corporation, and shall not remove any of said drums from the Dump for any other purpose.

(b) Any drums that are removed from the Dump by Industrial shall be removed by the end of the working day during which they are received at the Dump. Any drums not removed by Industrial pursuant to paragraph 2(a) above shall be crushed and buried by Industrial in the Dump.

(c) Industrial has been informed that the drums have been used for the storage of chemical wastes and of the possible hazards connected therewith. Industrial hereby acknowledges that it assumes responsibility for the further handling and use of the drums removed from the Dump. Industrial shall take all necessary precautions to insure that the removal and disposition of such drums, and the subsequent handling and disposition of such drums by any such steel scrap or salvage company, will not endanger the safety of, or constitute a hazard to any persons or property. Industrial further agrees to notify in writing each steel scrap or salvage company to which it may sell any of said drums of such prior use of said drums, and will attempt to obtain a similar agreement from said company that it will take necessary safety precautions and that it will warn subsequent handlers and users of the drums.

(d) Monsanto shall have the right at any time to cancel, or suspend for a specified period of time, such permission by giving at least two days' prior written notice to Industrial.

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MCO 0544442

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PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 23, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

3. Price. In full payment for Industrial's entire performance of its work under this Agreement, Monsanto shall pay to Industrial each month the sum of Three Thousand Dollars (\$3,000.00)

4. Payment Procedure. Invoices for the monthly payment shall be submitted to the Engineer by Industrial on or about the first day of each month. The invoices shall be in such form and supported by such evidence as the Engineer may direct, including evidence satisfactory to the Engineer that all payrolls, materials bills and other indebtedness connected with the work under this Agreement to date have been paid. Within ten days after receipt of such invoice in proper form, Monsanto shall pay to Industrial the amount due for the preceding calendar month.

5. Safety and Miscellaneous Provisions.

(a) Industrial shall strictly comply with all safety provisions set forth in the Specifications. Industrial shall take all other necessary steps and precautions for the safe operation and maintenance of the Dump. Industrial shall cause all gates in the fences erected on the Leased Property to be closed and securely locked at all times except during such periods as Industrial shall be conducting operations at the Dump.

(b) In operating the Dump, Industrial shall observe and comply with all applicable Federal, State and local laws and regulations.

(c) In operating the Dump and performing its work under this Agreement, Industrial shall be an independent contractor and shall have complete control of all of its employees and operations. All personnel employed by Industrial shall be employees of Industrial and not of Monsanto, and Monsanto shall have no right to direct or supervise such personnel.

(d) Monsanto and Industrial agree that, in the event of changes in the wage rates of Industrial's personnel or the premature need for replacement of Industrial's equipment employed on the work under this Agreement, either party shall have the right to renegotiate the Price specified herein on the

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HMSQ02047

anniversary date of this Agreement by giving to the other party at least thirty days prior written notice of its desire to renegotiate.

6. Indemnity Provisions. Industrial shall defend, indemnify and hold harmless Monsanto from and against any and all liability, claims, causes of action, suits, judgments, fines, penalties, losses, damages, costs and expenses of whatever kind or character arising out of injuries to or the death of any person or damage to or destruction of any property, caused by or resulting from or connected with (a) the maintenance or operation of the Dump unless caused by the sole negligence of Monsanto, or (b) the removal or disposition by Industrial of drums from the Dump or other activities of Industrial pursuant to this Agreement.

7. Insurance by Industrial. Industrial shall take out and maintain, during the term of this Agreement and for such period thereafter as Monsanto shall specify upon termination, the following insurance:

(a) Workmen's Compensation and Occupational Disease Insurance in an amount equal to the limit of liability and in the form prescribed by the laws of Illinois for all of Industrial's employees engaged in work in connection with the operation of the Dump and the removal and disposition of drums. To the extent that any such employees are not protected by such a statute, Industrial shall also provide Employer's Liability Insurance in an amount not less than \$100,000 for injury to, or for the death of, any one employee, and subject to the same limitation for each employee, in an amount not less than \$300,000 on account of any one accident.

(b) Public Liability Insurance covering claims for injuries to or death of persons or damage to or destruction of property arising from the maintenance or operation of said Dump or the removal and disposition by Industrial of said drums whether such operations be by Industrial or any person directly or indirectly employed by Industrial, and covering liabilities assumed by Industrial pursuant to paragraph 6 above. The

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amount of such insurance shall be not less than:

(i) \$150,000 for injury to, or for the death of, any one person; and, subject to the same limitation for each person, in an amount not less than \$500,000 on account of any one accident; and (ii) \$100,000 for damage to property on account of each accident, or \$200,000 in the aggregate in respect of damage to property.

(c) Automobile Public Liability and Property Damage Insurance covering all owned or rented automotive equipment used by Industrial in the performance of this Agreement. Such liability insurance shall be in an amount not less than \$100,000 for injury to, or for the death of, any one person, in an amount not less than \$300,000 on account of any one accident. Property damage limits with respect to such insurance shall be not less than \$50,000 for each accident.

Such insurance shall be in form satisfactory to Monsanto and Industrial shall furnish to Monsanto certificates of such insurance satisfactory to Monsanto. Each contract of insurance shall contain the following clause:

"No reduction, cancellation or expiration of the policies providing the above coverages shall become effective until ten days from the date written notice is actually given to Mr. B. B. Byrne, Purchasing Agent, Monsanto Chemical Company, Wm. G. Krummrich Plant, Monsanto, Illinois."

All policies of insurance shall be countersigned by a duly authorized and accredited agent, or agents, of the carrier residing in the State of Illinois. All insurance shall be carried with insurance companies which, in the case of mutual companies, have a surplus to policyholders in excess of one million dollars (\$1,000,000) and in the case of stock companies, which have total capital and surplus in excess of one million dollars (\$1,000,000).

8. Term and Termination. This Agreement shall commence as of the date first hereinabove written and shall expire on December 31, 196 unless sooner terminated, as it may be at any time, by either party giving at least ninety days' written notice to the other party of its intention to terminate. A termination of this Agreement shall not relieve Industrial of its obligations as set forth in paragraphs 6 and 7 above.

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MCO 0544445

HMSQ02049

9. Prior Negotiations. This Agreement and the Indenture of Lease of even date herewith sets forth the entire agreement of Monsanto and Industrial with respect to the subject matter hereof. This Agreement shall supersede the Agreement dated November 1, 1959 between Monsanto and Industrial. All prior negotiations regarding the subject matter hereof shall be deemed to be merged herein.

IN WITNESS WHEREOF, Industrial and Monsanto have each caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

MONSANTO COMPANY

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

By /s/ B. B. Byrne P.A. *MB*

INDUSTRIAL SALVAGE AND DISPOSAL, INC

By /s/ Paul Sargent Sec.

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

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MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT. AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

SPECIFICATIONS

OPERATION OF
SANITARY LANDFILL DUMP
W. G. KRUMMRICH PLANT
MONSANTO COMPANY
MONSANTO, ILLINOIS

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

Prepared By
Functional Maintenance Department

HED 0002668
MCO 0544447

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MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

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PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

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SECTION A

Operation of Sanitary Landfill Dump

A. Scope

1. The work to be performed is the operation of a Sanitary Landfill Dump on the River Terminal property owned by Monsanto and leased to Industrial by an Indenture of Lease dated as of January 1, 1964.

B. Location

1. The dump is to be located South of Riverview Avenue and East of Monsanto's river front tank farm. This location is as shown on Drawing D-017-G10.

C. Equipment

1. Industrial shall furnish all equipment necessary for the operation of the Sanitary Landfill Dump. This includes the operation and maintenance of such equipment.

D. General Operating Instructions

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

1. The materials to be encountered in the operation of the dump will fall within two groups, i.e., solids and liquids. To facilitate unloading operations within the dump site, the groups shall be separated according to group and unloaded in areas designated by the Engineer.

Liquid materials shall be discharged onto levelled receiving areas approximately 30 feet wide by 120 feet long. These areas shall be enclosed on all four sides by a retaining wall of cover material. The liquid shall then be blended and compacted with sufficient cover material to produce a stable fill. The area shall then be levelled and the retaining walls adjusted to receive the next load of liquid waste.

Solids, i.e., drummed solids and granular materials, shall be deposited in the designated area, covered and compacted. Drums are to be punctured before compacting into the fill.

It shall be understood that occasional tests or trials may become necessary as new types of wastes and new methods of operations are introduced. If such tests indicate a revision in operational procedure the revision will be adopted as directed by the Engineer.

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MCO 0544449

HMSQ02053

2. Cover Material. Cover and filling material will be secured from the Krummrich Plant Power Department or the fly-ash ponds south of Monsanto's present tank farm area. Material will be trucked to the dump and stored as directed by the Engineer.
3. Appearance and Scavenging: It shall be necessary to keep the dumps smooth and neat in appearance at all time. No scavenging shall be permitted except with the permission of Monsanto's Engineer.
4. Fire Protection: Hose lines shall be provided at the dump at all times. It shall be necessary to wet down the dump to control fires and dust. The hose lines shall be connected to the fire hydrants in the River Terminal Area.
5. Use of Dump: This dump shall be operated by Industrial for the sole use of Monsanto.

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

A-2

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MCO 0544450

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SECTION B

MONSANTO COMPANY

SUPPLEMENTARY CONDITIONS

A. General Provisions

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

1. Job Site Location

Monsanto Company, William G. Krummrich Plant, Monsanto, Illinois

2. Definitions

The word "Engineer" as used throughout the Specifications means the individual employed by Monsanto and authorized by Monsanto to represent it on this work.

3. Responsibility

In all operations under the Agreement, Industrial shall respect, adhere to and comply with all local and general ordinances and laws controlling or limiting in any way actions of those engaged upon the work.

Industrial shall secure and pay for all permits and licenses required by the laws in effect at the time of the execution of the work. Industrial, however, shall notify the Engineer of his intent to secure such permit or license prior to making application to enable Monsanto to determine if such permit or license is actually required under the law.

Any person employed on the work who shall neglect to obey the regulations imposed by Monsanto or who shall be deemed to be incompetent, or shall be guilty of any disorderly conduct or shall commit any trespass on any public or private property in the vicinity of the work, shall be at once removed from the work by Industrial, when so requested by the Engineer.

Industrial shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

4. Interference with Plant Operation

Industrial shall confine its activities to the areas set aside for it to do its work and shall not interfere with any of Monsanto's activities. Unless specifically authorized by the Engineer, Industrial's employees are prohibited from

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B-1

MCO 0544451

entering any plant area except those areas to which they are assigned. Prohibited areas for Industrial's employees include operating departments, washrooms, maintenance shops, offices and cafeterias.

5. Cameras

Both taking of pictures and the possession of a camera in the Plant are prohibited.

6. Monsanto Equipment

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

Monsanto equipment will not be loaned to Industrial's employees.

B. Special Provisions

MONSANTO INSURANCE COMPANY LITIGATION:

1. Storage of Material

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

The receipt and storage of Industrial's materials (not furnished by Monsanto) will be the responsibility of Industrial. Outdoor storage space will be available to Industrial but it will not be permitted to store material except within the areas indicated on the plans or as directed by the Engineer.

2. Telephone

Telephone service, if desired, must be arranged and paid for by Industrial.

3. Toilet Facilities

Job toilet facilities may be provided by Industrial. These facilities shall be constructed and used in a manner that will not violate any sanitary regulations or cause any inconvenience or nuisance to Monsanto or its employees. The type of toilet facilities provided by Industrial will be subject to the approval of the Engineer. No facilities are available on the River Front Property.

4. Water

Industrial will furnish suitable drinking water for its personnel. Drinking water is not available on the River Front Property.

C. Safety Provisions

All work or operations must conform with established Monsanto practices in order to insure the maximum in safety and fire precautions. Information concerning such practices in each area will be secured from the Engineer.

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MCO 0544452

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All safety and security regulations of Monsanto's Wm. G. Krummrich Plant shall be observed without deviation by all of Industrial's employees. Some of these regulations are listed below.

1. Smoking

Smoking is prohibited in the Plant except in designated posted smoking areas at which locations electric lighters are provided. Having possession of matches or lighters is prohibited. At the discretion of Industrial smoking time may be allowed the workmen but they shall extinguish butts in sand buckets or containers provided before leaving the smoking area.

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

2. Aisles and Exits

Aisles, safety showers, fire equipment, alleys, streets and exits must be kept free of obstructions.

3. Excavations; Overhead Work

Industrial shall provide all guards, barricades, lights, etc., necessary for the safety of Plant operations and personnel.

All excavations shall be barricaded each time Industrial's workmen quit for the day. Openings, ditches, etc., must be roped off and danger signs placed. Adequate danger lighting must be provided at night.

4. Traffic Rules

- a. The speed limit is 15 M.P.H.
- b. Vehicles shall stop at all stop signs.
- c. Vehicle and equipment operators shall observe all railroad crossings and switch signs and follow the instructions on them.

5. First Aid

First-aid and emergency treatment for all injuries incurred by Industrial's employees should be received at Monsanto's Dispensary. Industrial shall promptly notify the Engineer of any injury to Industrial's employees and shall assist the Engineer in filling out the Accident Report Form for the Safety Department of Monsanto.

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MCO 0544453

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6. Fire Protection

Industrial shall, in all of its operations, conform to all fire regulations in effect for the Wm. G. Krummrich Plant. He shall do no burning, welding, grinding or any other flame or spark-producing operation, operate equipment of any kind or proceed with any work requiring the use of the inflammable substances (such as gasoline, kerosene, paint thinners, or any liquids with closed-cup flashpoint below 110°F.) without first securing a Monsanto fire permit and complying with the conditions and instructions specified thereon. The permits required will be supplied by the Engineer.

Should a hazardous condition develop in the area, Industrial shall, at the request of any Monsanto employee, stop all cutting, welding or other spark-producing activities.

7. FirePROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

Industrial shall familiarize all personnel working directly or indirectly under him with the following rules to be followed in case of fire:

- a. To report a fire -- go to any plant telephone, dial Station 200 and give the designation of the building or area in which the fire is located.
- b. If the fire alarm (siren) sounds while personnel are driving in the Plant, they shall pull over to the side of the road and stop.
- c. Visiting at the scene of a fire or accident by personnel other than members of fire or emergency crews is prohibited.
- d. In case of a fire on the job site for which the Fire Department is called, all personnel other than Industrial's supervisors shall immediately leave the area. The supervisors shall keep themselves available to assist the Fire Department.

8. Industrial Hazards

Industrial shall acquaint itself with the industrial hazards, if any, to be encountered in each particular area. Information pertaining to such hazards shall be obtained through the Engineer.

HED 0002675

B-4

MCO 0544454

HMSQ02058

9. Pipes

Process piping shall never be used either to support an individual worker or to support staging. If it becomes necessary for a ladder to be leaned against a pipe to accomplish some work, permission of the Engineer shall first be secured.

10. Wiring

No wiring should be cut without consulting the Engineer. Any wire accidentally broken should be reported immediately to the Engineer or Monsanto's Electrical Foreman.

11. Clean-Up of Job

Industrial must keep the area of its work clean and promptly remove any excess materials or equipment.

12. Use of Intoxicants

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

Persons judged to be under the influence of intoxicating beverages will not be admitted into the Plant. The carrying of intoxicating beverages into the Plant is prohibited. Violation of this regulation will result in immediate and permanent removal of the employee from the Plant property.

13. Railroad Clearances

When it is necessary to work adjacent to a switch track, care must be taken that equipment and material do not encroach on the clearance area required by law. This is 8'6" on both sides of the track. Overhead clearance is 22'6" above top of the rail. All equipment and materials must be removed from these clearances at the end of each work day unless arrangements have been made to the contrary..

HED 0002676

B-5

MCO 0544455

HMSQ02059

SECTION C

Drawing List

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

The following drawing has been prepared by the Organic Chemicals
Division of the Monsanto Company:

<u>DWG.</u>	<u>REV.</u>	<u>DATE</u>	<u>TITLE</u>
D-017-G10	0	3/31/59	River Terminal Sanitary Landfill Dump

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

C-1

HED 0002677

MCO 0544456

HMS002060

L E A S E

THIS INDENTURE, made and entered into as of January 1, 1964, by and between MONSANTO COMPANY, a Delaware corporation, of St. Louis, Missouri, hereinafter referred to as "Lessor", and INDUSTRIAL SALVAGE AND DISPOSAL, INC., a Delaware corporation, of 2902 Monsanto Avenue, East St. Louis, Illinois, hereinafter referred to as "Lessee", WITNESSETH:

WHEREAS, Lessor owns certain lands situated on and near the east bank of the Mississippi River in the Village of Monsanto, St. Clair County, State of Illinois, and

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

WHEREAS, Lessee desires to lease a portion of said lands, as hereinafter described, for use by Lessee as site for Lessee's waste disposal operations which are to be performed pursuant to the terms and provisions of that certain written Agreement, of even date herewith, between Lessor and Lessee, hereinafter called "Waste Disposal Agreement," to which Agreement reference is hereby made, and, further, for agricultural purposes; and

WHEREAS, Lessor is willing to lease said lands for said purposes under the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. Lessor, in consideration of the covenants and agreements hereinafter expressed to be kept, observed and performed by Lessee, and subject to the terms, provisions and conditions hereof, does hereby let, and the Lessee does hereby lease, the following described parcel of land, hereinafter called "Premises," situated in the Village of Monsanto, County of St. Clair, and State of Illinois, to-wit:

A tract of land in the Village of Monsanto, County of St. Clair, State of Illinois, said tract being bounded on the north by the southern line of River-view Avenue, 70 feet wide, as established by Ordinance No. 122 of the Village of Monsanto, Illinois; bounded on the east by the western line of 230KV transmission line easement for Union Electric Power Company, recorded in Book 1284,

MCO 0544471

HED 0002690

HMSQ02073

page 28 of the St. Clair County, Illinois recorder's office; bounded on the south by the south line of Monsanto ~~Chemical~~ Company property, said line being parallel with and measured at right angles thereto, approximately 2000 feet southerly from the said southern line of Riverview Avenue; bounded on the west by the eastern line of an existing unimproved road running generally parallel to the aforesaid transmission line easement at an elevation varying from 418 feet to 423 feet above mean sea level between said southern line of the herein described tract and the southern line of Riverview Avenue, said tract containing approximately twenty-two (22) acres and being located approximately where shown outlined in red on Monsanto Chemical Company's drawing No. D-017-G10, dated March 31, 1959, marked Exhibit A, attached hereto and made a part hereof.

C.K. 333
13

2. This lease is made subject to any and all rights or interests of third parties in or to any of said Premises. Lessor shall have the right to enter upon said Premises at all reasonable hours for the purpose of examining and inspecting the same. Lessor further reserves the right (a) to keep, maintain, operate, and renew Lessor's existing sampling wells on said Premises and to install, construct and thereafter keep, maintain, operate and renew such additional sampling wells as Lessor may desire, and (b) to keep, maintain, renew, relocate and remove Lessor's existing metal fence located on or about said Premises, and to install, construct and thereafter keep, maintain, renew, relocate and remove such additions or extensions to, or changes in, said fence as Lessor may consider necessary or convenient. Lessee agrees to cause all gates comprised in any fence, now existing or which may hereafter be erected or maintained on or about said Premises, to be closed and securely locked at all times except during such periods as Lessee shall actively be conducting operations on said Premises in accordance with said Waste Disposal Agreement.

3. Lessee agrees to maintain and use said Premises solely for the purpose of operating thereon a waste disposal area in accordance with the terms and provisions of the aforesaid Waste Disposal Agreement. Lessee expressly agrees to refrain from, as well as prevent, the disposal of any other materials, wastes or residues

HED 0002691

MCO 0544472

HMSQ02074

on said Premises. To the extent that there shall be no hindrance or interference, directly or indirectly, with the use of said Premises for the proper operation thereon of the disposal area in accordance with the terms of the aforesaid Waste Disposal Agreement, Lessee may use said Premises for agricultural purposes; it being expressly understood that the use of said Premises for agricultural purposes shall at all times be subject and subordinate to the use thereof as a disposal area. Lessee agrees, at Lessee's own cost and expense, to maintain said Premises in a condition satisfactory to Lessor and to provide all labor, materials, equipment, supplies and instrumentalities required in the planting, cultivating, caring for and harvesting of any crops on said Premises.

4. Lessee agrees not to use said Premises for any unlawful purpose, to comply with and observe the provisions of any law, ordinance or governmental regulation applicable to Lessee's use of said Premises, and to prevent unauthorized persons from entering on said Premises. No buildings, structures or improvements shall be installed, constructed, erected or placed on said Premises without the prior written consent of Lessor.

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

5. Lessee shall not be charged any rent for its use of the said Premises in accordance with the provisions hereof. All proceeds from the use of said Premises for agricultural purposes shall belong to Lessee.

6. Lessee shall defend, indemnify and hold harmless Lessor from and against any and all liability, claims, causes of action, suits, judgments, fines, penalties, losses, damages, costs and expenses of whatever kind or character arising out of, resulting from or connected with (a) Lessee's use or occupancy of or operations on said Premises for any purpose, (b) the exercise by Lessee of any of the rights or privileges granted hereby, (c) the maintenance, operation, use or existence of said Premises as a disposal area, (d) any act, omission or neglect of Lessee, its agents, representatives or employees. or

MCO 0544473

HED 0002692

HMSQ02075

(e) any breach by Lessee of the terms or provisions of this Lease; provided, however, the foregoing provisions of this paragraph 6 shall not apply to any injuries to person or property caused by or resulting from the negligence of the Lessor in the operation or maintenance of the Premises.

7. Lessee assumes full responsibility for, and hereby releases and discharges Lessor from any liability for, any loss or destruction of or damage to any crops or agricultural products grown or produced on said Premises unless caused by the negligence of the Lessor in the operation or maintenance of the Premises.

8. This Lease shall commence with the date first hereinabove written, and end with December 31, 1968 unless sooner terminated, as it may be at any time, by either party giving at least ninety (90) days' written notice to the other party of intention to terminate. Notwithstanding any of the foregoing, it is expressly agreed that in the event said Waste Disposal Agreement shall be cancelled, terminated or otherwise expire, this Lease shall terminate ipso facto with the cancellation, termination or other expiration of said Waste Disposal Agreement. In addition, Lessor may, without further demand or notice, terminate this Lease in the event Lessee defaults in the performance of or breaches any of its covenants, obligations or agreements under this Lease, and such default or breach shall continue for more than ten (10) days after written notice thereof shall have been given by the Lessor to Lessee. PROTECTED MATERIAL: MONSANTO INSURANCE COVERAGE LITIGATION

Upon termination howsoever of this Lease, Lessee shall peacefully deliver up and surrender possession of said Premises to Lessor, leaving the same in a neat, clean, orderly and safe condition and, provided Lessee shall have satisfied all of its liabilities to Lessor hereunder, Lessee shall remove all of Lessee's property, and, as soon as practicable, but in no event beyond the end of the growing season, Lessee's growing crops, from said Premises. In the event Lessee fails to peaceably deliver up and

HED 0002693

MCO 0544474

HMSQ02074

surrender said Premises to Lessor as aforesaid, Lessor may, without further demand or notice, re-enter and repossess said Premises and expel Lessee and those claiming under it without being guilty of trespass and without being subject to liability for damages and without prejudice to any other remedies of the Lessor at law or in equity then existing with respect thereto.

9. Any notice of Lessor to Lessee shall be deemed served or given when posted on Premises or when deposited, postage prepaid, in the U. S. mails addressed to Lessee at its address stated above.

10. This Lease and all its provisions shall inure to or bind each party's successors and assigns; provided that none of the Premises shall be sublet and no right of Lessee shall be transferred or assigned, either voluntarily or involuntarily, without the prior written consent of Lessor. Either party hereto may waive any default at any time of the other without affecting or impairing any right arising from any subsequent default.

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first hereinabove written.

MONSANTO COMPANY

ATTEST:

By

Assistant Secretary

By [Signature]
Vice President

INDUSTRIAL SALVAGE AND DISPOSAL, INC.

ATTEST:

By

Secretary

By [Signature]
President

MCO 0544475

HED 0002694

HMSQ02077

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

STATE OF MISSOURI }
COUNTY OF ST. LOUIS } SS

I. Mary K. Brady, a notary public, do hereby certify that R. M. Morris, personally known to me to be the Vice President of Monsanto Company, a Delaware corporation, and C. E. Caspari, Jr., personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal or said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day
of November, 1964.

Commission expires May 19, 1968.

Mary K. Brady

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MCO 0544476

HED 0002695

HMSQ02078

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

STATE OF ILLINOIS }
COUNTY OF ST. CLAIR }

I, Mary Helen Schuchman, a notary public, do hereby
certify that Leo Sauget, personally known to me
to be the President of Industrial Salvage and Disposal, Inc.,
a Delaware corporation, and Paul Sauget personally
known to me to be the Secretary of said corporation,
and personally known to me to be the same persons whose names are
subscribed to the foregoing instrument, appeared before me this
day in person and severally acknowledged that as such
President and Secretary, they signed
and delivered the said instrument as President and
Secretary of said corporation, and caused the
corporate seal of said corporation to be affixed thereto, pursuant
to authority, given by the Board of Directors of said corporation
as their free and voluntary act, and as the free and voluntary
act and deed of said corporation, for the uses and purposes
therein set forth.

Given under my hand and official seal, this 18th day
of November, 1964.

Commission expires Feb. 18-1965.

Mary Helen Schuchman

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

HED 0002696

MCO 0544477

HMSQ02079

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UNION ELECTRIC CO. 138 KV TRANSMISSION LINE EASEMENT 100' W

GOVERNMENT LEVEE

GULF MOBILE & OHIO R.R. 100' W

LOWES SEA WALL

EXIST. ROAD
EL. 422 TO 423

FENCE

STAGE 1

STAGE 2

15% GRADE

15% GRADE

EXIST. GROUND SURFACE

100'

SECTION A-A

EL. 422

FENCE

SLOPE 0.2%

COMPACTED FILL

EXIST. GROUND SURFACE

SECTION B-B

EL. 423

FENCE

D 179-61

WGK 4085244

MONSANTO CHEMICAL COMPANY

ORGANIC CHEMICALS DIVISION

ENGINEERING DEPT.

ST. LOUIS, MO.

LOCATION

KUMMIG PLANT

AUTH. NO.

74310-4-017

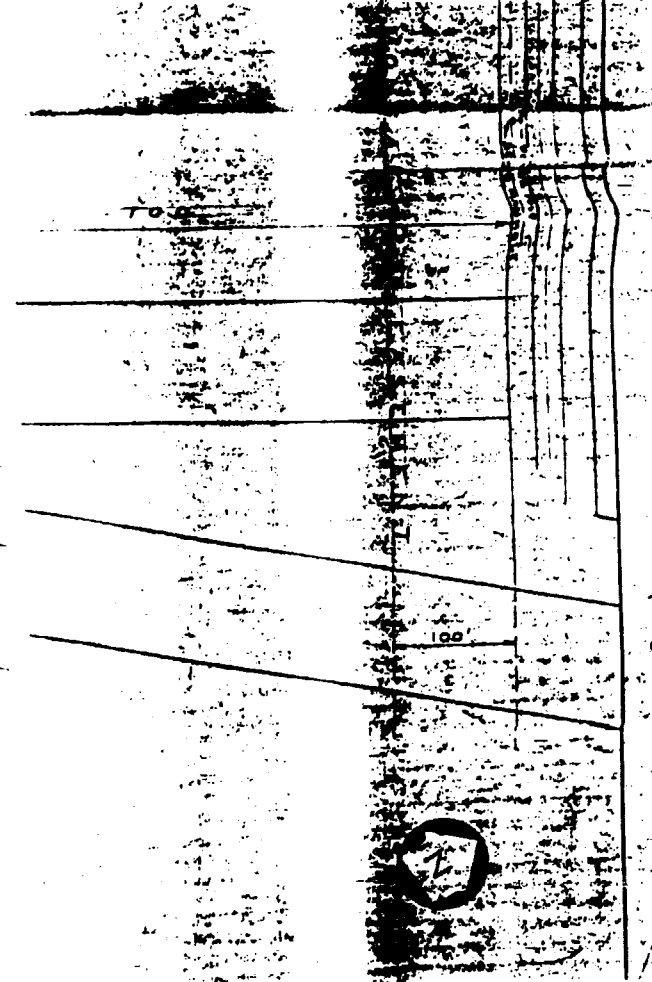
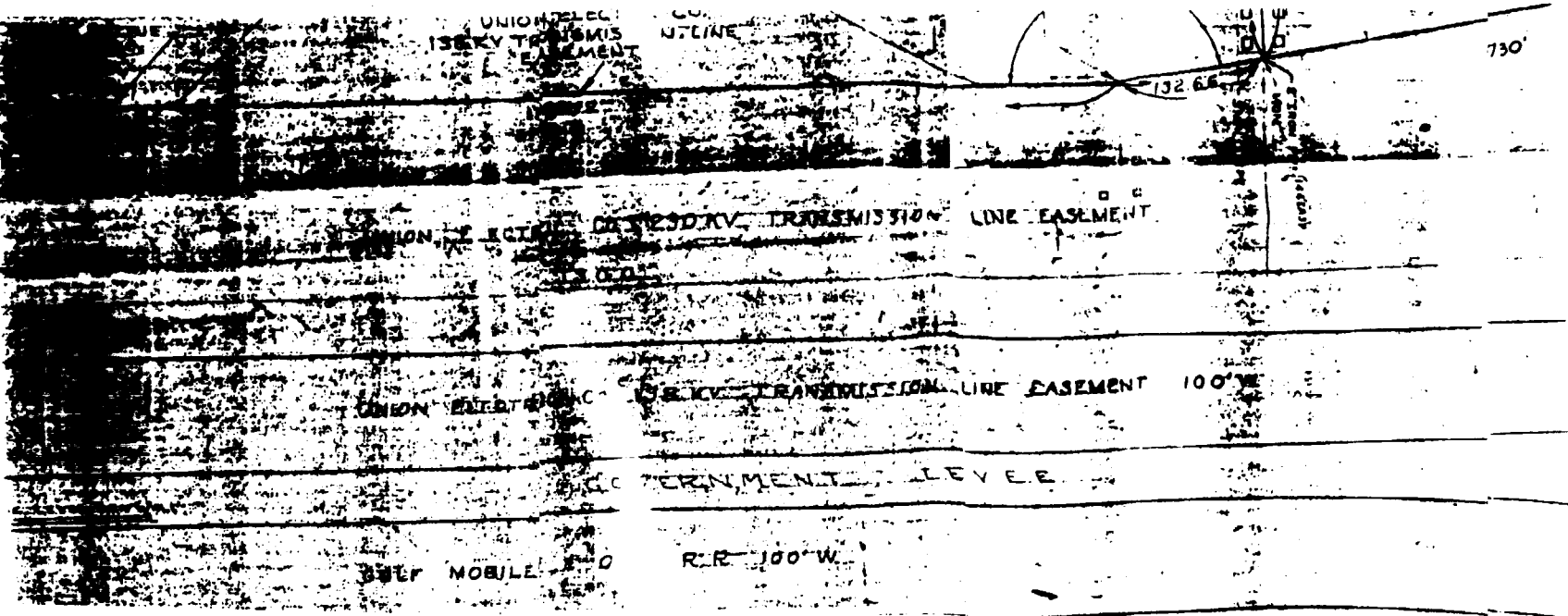
STATUS: TERMINAL

SANITARY LANDFILL DUMP

NO.	DATE	BY	DATE	REVIEWED	BY	DATE	REVIEWED	BY	DATE
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

DWG. NO. D-017-410

The map is a technical drawing of a sanitary land fill dump area, oriented with North at the top. It shows a central area labeled "SANITARY LAND FILL DUMP AREA - 22 ACRES" with topographic contour lines. To the north, there is a "RIVERVIEW AVE" and a "BRIDGE". A "PROPOSED FENCE" is indicated by a dashed line. To the east, the "MONSANTO CHEMICAL CO. PROPERTY LINES" are shown, along with "UNION ELECTRIC CO. 250KV TRANSMISSION LINE" and "UNION ELECTRIC CO. 138 KV TRANSMISSION LINE". To the west, the "EASTERN INNER HARBOR LINE" is marked. The map includes several wells: "RANNEY WELL NO 3", "SAMPLING WELL 1", "SAMPLING WELL 2", and "SAMPLING WELL 3". It also shows "STORAGE TANKS", "PIPE UNDER ROAD FOR FIRE HOSE", "10" L LINE", "2" IRON PIPE", "2" IRON PIPE (40' CAST)", and "3" IRON PIPE". A "COLLECTOR P PES" is located near the harbor line. The map is annotated with various measurements and dates, including "AUGUST 12, 1957" and "1406.87'". A scale bar at the bottom indicates distances in feet.



MONSANTO CHEMICAL COMPANY
 1. ORGANIC CHEMICALS DIV.
 2. LOCATION OF SITE
 3. ILLINOIS
 4. ILLINOIS

- GENERAL NOTES
1. ELEVATION 422.00
 2. TYPICAL CONCRETE LEVEE - ELEV. 422.00
 3. 10' WIDE FLOOD ELEVATION - ELEV. 417.50
 4. TOP OF PRISMATIC PROTECTING TOXIC PUMP SITE - ELEV. 422.00

NO. 408245

2. KOPCHER ENGINEERING

DATE	1/10/80	PROJECT	NO. 408245
BY	...	DESCRIPTION	...
CHECKED	...	DATE	...

1/10/80



LEASE - Waste Disposal Area - dated 1-1-64

MGR 4085235 23

WGK 4085236

L E A S E

THIS INDENTURE, made and entered into as of January 1, 1964, by and between MONSANTO COMPANY, a Delaware corporation, of St. Louis, Missouri, hereinafter referred to as "Lessor", and INDUSTRIAL SALVAGE AND DISPOSAL, INC., a Delaware corporation, of 2902 Monsanto Avenue, East St. Louis, Illinois, hereinafter referred to as "Lessee", WITNESSETH:

WHEREAS, Lessor owns certain lands situated on and near the east bank of the Mississippi River in the Village of Monsanto, St. Clair County, State of Illinois, and

WHEREAS, Lessee desires to lease a portion of said lands, as hereinafter described, for use by Lessee as site for Lessee's waste disposal operations which are to be performed pursuant to the terms and provisions of that certain written Agreement, of even date herewith, between Lessor and Lessee, hereinafter called "Waste Disposal Agreement," to which Agreement reference is hereby made, and, further, for agricultural purposes; and

WHEREAS, Lessor is willing to lease said lands for said purposes under the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. Lessor, in consideration of the covenants and agreements hereinafter expressed to be kept, observed and performed by Lessee and subject to the terms, provisions and conditions hereof, does hereby let, and the Lessee does hereby lease, the following described parcel of land, hereinafter called "Premises," situated in the Village of Monsanto, County of St. Clair, and State of Illinois, to-wit:

A tract of land in the Village of Monsanto, County of St. Clair, State of Illinois, said tract being bounded on the north by the southern line of River-view Avenue, 70 feet wide, as established by Ordinance No. 122 of the Village of Monsanto, Illinois; bounded on the east by the western line of 230KV transmission line easement for Union Electric Power Company, recorded in Book 1284,

WGK 4085237

page 28 of the St. Clair County, Illinois recorder's office; bounded on the south by the south line of Monsanto ~~Chemical~~ Company property, ^{1/2/88 B} said line being parallel with and measured at right ^{W/ P.S.} angles thereto, approximately 2000 feet southerly from the said southern line of Riverview Avenue; bounded on the west by the eastern line of an existing unimproved road running generally parallel to the aforesaid transmission line easement at an elevation varying from 418 feet to 423 feet above mean sea level between said southern line of the herein described tract and the southern line of Riverview Avenue, said tract containing approximately twenty-two (22) acres and being located approximately where shown outlined in red on Monsanto Chemical Company's drawing No. D-017-G10, dated March 31, 1959, marked Exhibit A, attached hereto and made a part hereof.

2. This lease is made subject to any and all rights or interests of third parties in or to any of said Premises. Lessor shall have the right to enter upon said Premises at all reasonable hours for the purpose of examining and inspecting the same. Lessor further reserves the right (a) to keep, maintain, operate, and renew Lessor's existing sampling wells on said Premises and to install, construct and thereafter keep, maintain, operate and renew such additional sampling wells as Lessor may desire, and (b) to keep, maintain, renew, relocate and remove Lessor's existing metal fence located on or about said Premises, and to install, construct and thereafter keep, maintain, renew, relocate and remove such additions or extensions to, or changes in, said fence as Lessor may consider necessary or convenient. Lessee agrees to cause all gates comprised in any fence, now existing or which may hereafter be erected or maintained on or about said Premises, to be closed and securely locked at all times except during such periods as Lessee shall actively be conducting operations on said Premises in accordance with said Waste Disposal Agreement.

3. Lessee agrees to maintain and use said Premises solely for the purpose of operating thereon a waste disposal area in accordance with the terms and provisions of the aforesaid Waste Disposal Agreement. Lessee expressly agrees to refrain from, as well as prevent, the disposal of any other materials, wastes or residues

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on said Premises. To the extent that there shall be no hindrance or interference, directly or indirectly, with the use of said Premises for the proper operation thereon of the disposal area in accordance with the terms of the aforesaid Waste Disposal Agreement, Lessee may use said Premises for agricultural purposes; it being expressly understood that the use of said Premises for agricultural purposes shall at all times be subject and subordinate to the use thereof as a disposal area. Lessee agrees, at Lessee's own cost and expense, to maintain said Premises in a condition satisfactory to Lessor and to provide all labor, materials, equipment, supplies and instrumentalities required in the planting, cultivating, caring for and harvesting of any crops on said Premises.

4. Lessee agrees not to use said Premises for any unlawful purpose, to comply with and observe the provisions of any law, ordinance or governmental regulation applicable to Lessee's use of said Premises, and to prevent unauthorized persons from entering on said Premises. No buildings, structures or improvements shall be installed, constructed, erected or placed on said Premises without the prior written consent of Lessor.

5. Lessee shall not be charged any rent for its use of the said Premises in accordance with the provisions hereof. All proceeds from the use of said Premises for agricultural purposes shall belong to Lessee.

WCK 4085239

6. Lessee shall defend, indemnify and hold harmless Lessor from and against any and all liability, claims, causes of action, suits, judgments, fines, penalties, losses, damages, costs and expenses of whatever kind or character arising out of, resulting from or connected with (a) Lessee's use or occupancy of or operations on said Premises for any purpose, (b) the exercise by Lessee of any of the rights or privileges granted hereby, (c) the maintenance, operation, use or existence of said Premises as a disposal area, (d) any act, omission or neglect of Lessee, its agents, representatives or employees, or

013102

(e) any breach by Lessee of the terms or provisions of this Lease; provided, however, the foregoing provisions of this paragraph 6 shall not apply to any injuries to person or property caused by or resulting from the negligence of the Lessor in the operation or maintenance of the Premises.

7. Lessee assumes full responsibility for, and hereby releases and discharges Lessor from any liability for, any loss or destruction of or damage to any crops or agricultural products grown or produced on said Premises unless caused by the negligence of the Lessor in the operation or maintenance of the Premises.

8. This Lease shall commence with the date first hereinabove written, and end with December 31, 1968 unless sooner terminated, as it may be at any time, by either party giving at least ninety (90) days' written notice to the other party of intention to terminate. Notwithstanding any of the foregoing, it is expressly agreed that in the event said Waste Disposal Agreement shall be cancelled, terminated or otherwise expire, this Lease shall terminate ipso facto with the cancellation, termination or other expiration of said Waste Disposal Agreement. In addition, Lessor may, without further demand or notice, terminate this Lease in the event Lessee defaults in the performance of or breaches any of its covenants, obligations, or agreements under this Lease, and such default or breach shall continue for more than ten (10) days after written notice thereof shall have been given by the Lessor to Lessee.

WGK 4085240

Upon termination howsoever of this Lease, Lessee shall peacefully deliver up and surrender possession of said Premises to Lessor, leaving the same in a neat, clean, orderly and safe condition and, provided Lessee shall have satisfied all of its liabilities to Lessor hereunder, Lessee shall remove all of Lessee's property, and, as soon as practicable, but in no event beyond the end of the growing season, Lessee's growing crops, from said Premises. In the event Lessee fails to peaceably deliver up and

surrender said Premises to Lessor as aforesaid, Lessor may, without further demand or notice, re-enter and repossess said Premises and expel Lessee and those claiming under it without being guilty of trespass and without being subject to liability for damages and without prejudice to any other remedies of the Lessor at law or in equity then existing with respect thereto.

9. Any notice of Lessor to Lessee shall be deemed served or given when posted on Premises or when deposited, postage prepaid, in the U. S. mails addressed to Lessee at its address stated above.

10. This Lease and all its provisions shall inure to or bind each party's successors and assigns; provided that none of the Premises shall be sublet and no right of Lessee shall be transferred or assigned, either voluntarily or involuntarily, without the prior written consent of Lessor. Either party hereto may waive any default at any time of the other without affecting or impairing any right arising from any subsequent default.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first hereinabove written.

MONSANTO COMPANY

ATTEST:
(SEAL)

By /s/ C. E. Caspari, Jr.
Assistant Secretary

By /s/ R. M. Morris
Vice President
4/J.A.M.

INDUSTRIAL SALVAGE AND DISPOSAL, INC.

ATTEST:
(SEAL)

By /s/ Paul Sauget
Secretary

By /s/ Leo Sauget
President

WGK 4085241

STATE OF MISSOURI }
COUNTY OF ST. LOUIS } SS

I. Mary K. Brady, a notary public, do hereby certify that R. M. Morris, personally known to me to be the Vice President of Monsanto Company, a Delaware corporation, and C. E. Caspari, Jr. personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal or said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of November, 1964.

Commission expires May 19, 1968.

(SEAL)

/s/ Mary K. Brady

WGK 4085242

003105

STATE OF ILLINOIS }
COUNTY OF ST. CLAIR }

I, Mary Helen Schuchman, a notary public, do hereby certify that Leo Sauger, personally known to me to be the President of Industrial Salvage and Disposal, Inc., a Delaware corporation, and Paul Sauger personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18th day of November, 1964.

Commission expires Feb. 18-1965.

(SEAL)

/s/ Mary Helen Schuchman

WGK 4085243

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL.
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

TRANSMITTAL SLIP

DATE
1-10-65

TO:

Mr. N. C. Hoffmann

FROM:

S. E. Shenahan

- ☐ NOTE AND FILE
 - ☐ NOTE AND RETURN TO ME WITH COMMENTS
 - ☐ RETURN WITH MORE DETAILS
 - ☐ NOTE AND SEE ME ABOUT THIS
 - ☐ PLEASE ANSWER
 - ☐ FOR YOUR APPROVAL
 - ☐ TAKE APPROPRIATE ACTION
 - ☐ PER YOUR REQUEST
 - ☒ FOR YOUR INFORMATION
 - ☐ INVESTIGATE AND ADVISE
- MCO 0544408

COMMENTS

Lease of Waste Disposal Area
dated January 1, 1964
Lot H - W. G. Krummrich Plant

☐ 0 200

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

HED 0002686

HMSQ02069

March 15, 1965

Mr. B. B. Byrne
Purchasing Department
Monsanto Company
Monsanto, Illinois

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL.
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

Dear Mr. Byrne:

Effective April 1, 1965, the name of our
company will be change from Industrial
Salvage & Disposal, Inc, to Sauget & Co.

We will appreciate you changing your records
to show this name change.

Thank you.

Yours truly

Paul Sauget

Paul Sauget
Manager

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

HED 0002687

MCO 0544469

HMSQ02070

EPA/CERRO COPPER/EIL/PCB ATTORNEY WORK PRODUCT / ATTORNEY CLIENT PRIVILEGE

003108

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1960 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

TRANSMITTAL SLIP

DATE
5-10-65

TO:

Mr. N. C. Hoffmann

FROM:

S. E. Shanahan

- ☐ NOTE AND FILE
- ☐ NOTE AND RETURN TO ME WITH COMMENTS
- ☐ RETURN WITH MORE DETAILS
- ☐ NOTE AND SEE ME ABOUT THIS
- ☐ PLEASE ANSWER
- ☐ FOR YOUR APPROVAL
- ☐ TAKE APPROPRIATE ACTION
- ☐ PER YOUR REQUEST
- ☒ FOR YOUR INFORMATION ~~ADMINISTRATIVE~~
- ☐ INVESTIGATE AND ADVISE

COMMENTS

Lease of Waste Disposal Area
dated January 1, 1964
Lot H - W. G. Krummrich Plant

☐ 0 200

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

HED 0002688

MCO 0544469.01

HMSQ02071

013109

March 15, 1965

Mr. B. B. Byrne
Purchasing Department
Monsanto Company
Monsanto, Illinois

Dear Mr. Byrne:

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

Effective April 1, 1965, the name of our
company will be change from Industrial
Salvage & Disposal, Inc, to Sauget & Co.

We will appreciate you changing your records
to show this name change.

Thank you.

Yours truly



Paul Sauget
Manager

HED 0002689

MCO 0544470

HMS00207

Monsanto, Illinois

July 5, 1966

Landfill Operation

Messrs.

P. F. Gatens

G. E. Murray - Queensy Plant

E. P. Stretch - Queensy Plant

24

Mr. L. J. Steber
J. F. Queensy Plant

The attached amendment to our waste disposal agreement with Saugat and Company became effective June 1, 1966.

Consequently, Queensy Plant's share of the operating cost (41% of the total cost) was increased to \$1476/month commencing June 1, 1966, and will be further increased to \$1537/50/month commencing January 1, 1967, and continuing through the termination of the contract.

Please reflect these changes in your distribution sheet which is forwarded to me each month to be used in invoice approval.

✓ J. C. Smith

Jwm

*Check
about Queensy
present cost!*

MCO 0546005

Copy

Monsanto

C O M P A N Y

Monsanto, Illinois 62201
(618) BRIDGE 1-5835

May 26, 1966

Sauget & Company
2902 Monsanto Avenue
Monsanto, Illinois

ATTENTION: Mr. Paul Sauget

SUBJECT: Toxic Dump

Dear Mr. Sauget:

This shall serve as an amendment to our waste disposal agreement dated January 1, 1964, in which Monsanto agrees to increase the monthly payment from \$3,000/month to \$3,600/month commencing on the first of June, 1966, and increasing to \$3,750/month commencing January 1, 1967 and running through to the termination of the contract.

All other terms and conditions to remain unchanged.

Please sign one copy of this letter and return for our files.

Sincerely,

Harry Lanser
H. B. Lanser
Purchasing Agent

HRL:vs

APPROVED for Sauget and Company:

Paul Sauget

Date *May 31, 1966*

MCO 0546006

Monsanto

24

MONSANTO INDUSTRIAL CHEMICALS CO.
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166
Phone: (314) 694-1000

December 29, 1972

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1980 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

Sauget & Company
2700 Monsanto Avenue
Sauget, Illinois

RE: EXTENSION OF LEASE

Gentlemen:

Reference is hereby made to that certain Lease dated January 1, 1970, with a term of three years, between Monsanto Company as Lessor and Sauget & Company as Lessee by which Monsanto leased certain lands situated in the Village of Sauget, County of St. Clair, State of Illinois, bounded on the North by Riverview Avenue; on the East by a 230 KV transmission line of Union Electric Company; on the South by other land of Monsanto and on the West by an existing unimproved road, containing approximately 22 acres and more particularly described in said Lease.

This letter will serve to indicate our agreement to extend the term of the above mentioned Lease for an additional period of three years, expiring on December 31, 1975.

All the other terms, conditions and provisions contained in said Lease shall continue in full force and effect during all of said extended term, unless sooner terminated as provided in paragraph 7 of said Lease.

If this letter properly expresses our agreement with respect to the extension of said Lease, please so indicate by

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

VAULT COPY

Return to Office
of the Secretary

a unit of Monsanto Company

HED 0002699

MCO 0544481

HMS002082

EPA/CERRO COPPER/EIL/PCB ATTORNEY WORK PRODUCT / ATTORNEY CLIENT PRIVILEGE

0 3113

Sauget & Company

- 2 -

December 29, 1972

signing on the line provided below and by returning a copy
to the writer.

Yours very truly,

MONSANTO COMPANY

BY  *C.P.*

Extension Accepted and
Agreed to as of
December 29, 1972:

SAUGET & COMPANY

BY 

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

HED 0002700

MCO 0544482

VAULT COPY

Return to Office
of the Secretary

HMS0020830

28

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

LEASE

between

MONSANTO COMPANY

and

SAUGET AND COMPANY

dated

January 1, 1970

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

for

Waste Disposal

W. G. Krummrich Plant

Sauget, Illinois

HED 0002701

MCO 0544483

HMSQ02084

003115

L E A S E

THIS INDENTURE, made and entered into as of January 1, 1970, by and between MONSANTO COMPANY, a Delaware corporation, of St. Louis, Missouri, hereinafter referred to as "Lessor," and SAUGET AND COMPANY, a Delaware corporation, of 2700 Monsanto Avenue, Sauget, Illinois, hereinafter referred to as "Lessee," WITNESSETH:

WHEREAS, Lessor owns certain lands situated on and near the east bank of the Mississippi River in the Village of Sauget, St. Clair County, State of Illinois, and

WHEREAS, Lessee desires to lease a portion of said lands, as hereinafter described, for use by Lessee as site for Lessee's waste disposal operations which are to be performed pursuant to the terms and provisions of that certain written Agreement, of even date herewith, between Lessor and Lessee, hereinafter called "Waste Disposal Agreement," to which Agreement reference is hereby made; and

WHEREAS, Lessor is willing to lease said lands for said purposes under the terms and conditions hereinafter set forth,

NOW, THEREFORE, the parties hereto agree as follows:

1. Lessor, in consideration of the covenants and agreements hereinafter expressed to be kept, observed and performed by Lessee, and subject to the terms, provisions and conditions hereof, does hereby let, and the Lessee does hereby lease, the following described parcel of land, hereinafter called "Premises," situated in the Village of Sauget, County of St. Clair, and State of Illinois to-wit:

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

A tract of land in the Village of Sauget, County of St. Clair, State of Illinois, said tract being bounded on the north by the southern line of River-view Avenue, 70 feet wide, as established by Ordinance No. 122 of the Village of Sauget, Illinois; bounded on the east by the western line of 230KV transmission line easement for Union Electric Power Company, recorded in Book 1284, page 28 of the

HED 0002702

MCO 0544484

HMSQ02085

EPA/CERRO COPPER/EIL/PCB ATTORNEY WORK PRODUCT / ATTORNEY CLIENT PRIVILEGE

000110

St. Clair County, Illinois recorder's office; bounded on the south by the south line of Monsanto Company property, said line being parallel with and measured at right angles thereto, approximately 2000 feet southerly from the said southern line of Riverview Avenue; bounded on the west by the eastern line of an existing unimproved road running generally parallel to the aforesaid transmission line easement at an elevation varying from 418 feet to 423 feet above mean sea level between said southern line of the herein described tract and the southern line of Riverview Avenue, said tract containing approximately twenty-two (22) acres and being located approximately where shown outlined in red on Monsanto Company's drawing No. D-179-G1, Revision 1, dated December 15, 1969, marked Exhibit "A", attached hereto and made a part hereof.

2. This lease is made subject to any and all rights or interests of third parties in or to any of said Premises. Lessor shall have the right to enter upon said Premises at all reasonable hours for the purpose of examining and inspecting the same. Lessor further reserves the right (a) to keep, maintain, operate, and renew Lessor's existing sampling wells on said Premises and to install, construct and thereafter keep, maintain, operate and renew such additional sampling wells as Lessor may desire, and (b) to keep, maintain, renew, relocate and remove Lessor's existing metal fence located on or about said Premises, and to install, construct and thereafter keep, maintain, renew, relocate and remove such additions or extensions to, or changes in, said fence as Lessor may consider necessary or convenient. Lessee agrees to cause all gates comprised in any fence, now existing or which may hereafter be erected or maintained on or about said Premises, to be closed and securely locked at all times except during such periods as Lessee shall actively be conducting operations on said Premises in accordance with said Waste Disposal Agreement.

3. Lessee agrees to maintain and use said Premises solely for the purpose of operating thereon a waste disposal area in accordance with the terms and provisions of the aforesaid Waste Disposal

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

- 2 -

MCO 0544485

HED 0002703

HMSQ02086

Agreement. Lessee expressly agrees to refrain from, as well as prevent, the disposal of any other materials, wastes or residues on said Premises.

4. Lessee agrees not to use said Premises for any unlawful purpose, to comply with and observe the provisions of any law, ordinance or governmental regulation applicable to Lessee's use of said Premises, and to prevent unauthorized persons from entering on said Premises. No buildings, structures or improvements shall be installed, constructed, erected or placed on said Premises without the prior written consent of Lessor.

5. Lessee shall not be charged any rent for its use of the said Premises in accordance with the provisions hereof.

6. Lessee shall defend, indemnify and hold harmless Lessor from and against any and all liability, claims, causes of action, suits, judgments, fines, penalties, losses, damages, costs and expenses of whatever kind or character arising out of, resulting from or connected with (a) Lessee's use or occupancy of or operations on said Premises for any purpose, (b) the exercise by Lessee of any of the rights or privileges granted hereby, (c) the maintenance, operation, use or existence of said Premises as a disposal area, (d) any act, omission or neglect of Lessee, its agents, representatives or employees, or (e) any breach by Lessee of the terms or provisions of this Lease; provided, however, the foregoing provisions of this paragraph 6 shall not apply to any injuries to person or property caused by or resulting from the sole negligence of the Lessor in the operation or maintenance of the Premises.

7. This Lease shall commence with the date first hereinabove written, and end with December 31, 1972 unless sooner terminated, as it may be at any time, by either party giving at least ninety (

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

- 3 -

MCO 0544486

HED 0002704

HMSQ020870

EPA/CERRO COPPER/EIL/PCB ATTORNEY WORK PRODUCT / ATTORNEY CLIENT PRIVILEGE

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

days' written notice to the other party of intention to terminate. Notwithstanding any of the foregoing, it is expressly agreed that in the event said Waste Disposal Agreement shall be cancelled, terminated or otherwise expire, this Lease shall terminate ipso facto with the cancellation, termination or other expiration of said Waste Disposal Agreement. In addition, Lessor may, without further demand or notice, terminate this Lease in the event Lessee defaults in the performance of or breaches any of its covenants, obligations or agreements under this Lease, and such default or breach shall continue for more than ten (10) days after written notice thereof shall have been given by the Lessor to Lessee.

Upon termination howsoever of this Lease, Lessee shall peacefully deliver up and surrender possession of said Premises to Lessor, leaving the same in a neat, clean, orderly and safe condition and, provided Lessee shall have satisfied all of its liabilities to Lessor hereunder, Lessee shall remove all of Lessee's property from said Premises. In the event Lessee fails to peaceably deliver up and surrender said Premises to Lessor as aforesaid, Lessor may, without further demand or notice, re-enter and repossess said Premises and expel Lessee and those claiming under it without being guilty of trespass and without being subject to liability for damages and without prejudice to any other remedies of the Lessor at law or in equity then existing with respect thereto.

8. If Lessee remains in possession of the Leased Premises after the expiration of the term hereof, with Lessor's acquiescence and without any express agreement of the parties, a monthly tenancy terminable by either party on not less than one month's notice shall be created, which shall be upon the same terms and conditions, including rent, as those herein specified, and there shall be no renewal of this Lease by operation of law.

9. Any notice of Lessor to Lessee shall be deemed served or given when posted on Premises or when deposited, postage prepaid, in the U. S. mails addressed to Lessee at its address stated above.

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

- 4 -

MCO 0544487

HED 0002705

HMSQ02088

10. This Lease and all its provisions shall inure to or bind each party's successors and assigns; provided that none of the Premises shall be sublet and no right of Lessee shall be transferred or assigned, either voluntarily or involuntarily, without the prior written consent of Lessor. Either party hereto may waive any default at any time of the other without affecting or impairing any right arising from any subsequent default.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first hereinabove written.

MONSANTO COMPANY

ATTEST:

By C. B. Hollum
Assistant Secretary

By C. J. Phillips
Vice President

SAUGET AND COMPANY

ATTEST:

By Paul Sauget
Secretary

By Leo Sauget
President

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

- 5 -

MCO 0544488

HED 0002706

HMSQ02089

EPA/CERRO COPPER/EIL/PCB ATTORNEY WORK PRODUCT / ATTORNEY CLIENT PRIVILEGE

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

I, Juan C. Munier, a notary public, do hereby certify that H. L. Minner, personally known to me to be the Vice President of Monsanto Company, a Delaware corporation, and C. S. Hollman personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29th day of June, 1970.

Commission expires May 21, 1972.

Juan C. Munier

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

- 6 -

HCO 0544489

HED 0002707

HMSQ02090

EPA/CERRO COPPER/EIL/PCB ATTORNEY WORK PRODUCT / ATTORNEY CLIENT PRIVILEGE

00000001

STATE OF ILLINOIS)
) SS
COUNTY OF ST. CLAIR)

I, Betty Jean Long, a notary public, do hereby certify that Leo Sauget, personally known to me to be the President of Sauget and Company, a Delaware corporation, and Paul Sauget, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26th day of May, 1970.

Commission expires 12/11/73.

Betty Jean Long

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MCO 0544490

- 7 -

HED 0002708

HMS002031

EPA/CEPRO COPPER/EIL/PCB ATTORNEY WORK PRODUCT / ATTORNEY CLIENT PRIVILEGE

98122

MCO 0544491

EXHIBIT A

MONSANTO CHEMICAL COMPANY

ORGANIC CHEMICALS DIVISION
ENGINEERING DEPT. ST. LOUIS, MO.

LOCATION DEPT. 418
KRUMMRICH PLANT

AUTH. NO.
749.10-4-179

RIVER TERMINAL PROPERTY
TOPOGRAPHIC SURVEY FOR
PROPOSED WASTE DUMP

	BY	DATE	REVIEWED	REVIEWED
DRAWN	R. POETZ	11-22-57	BY	DATE
ENGINEERED	E. McMILLAN	5-31-58		
DETAILS CHKD.	L. H. S.	11-22-57		
APPROVED PROJ. ENGR.				

M. LINE EASEMENTS	J. S.		
	BY	CHKD.	APPD.

SCALE
1" = 100'-0"

DWG. NO. D-179-Gi

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

HED 0002709

HMSQ02092

EPA/CERRO COPPER/EIL/PCB ATTORNEY WORK PRODUCT / ATTORNEY CLIENT PRIVILEGE

013133

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

*Request No. 19
(Pages from Site
Development Manual)*

copied

MONSANTO INSURANCE COMPANY LITIGATION:

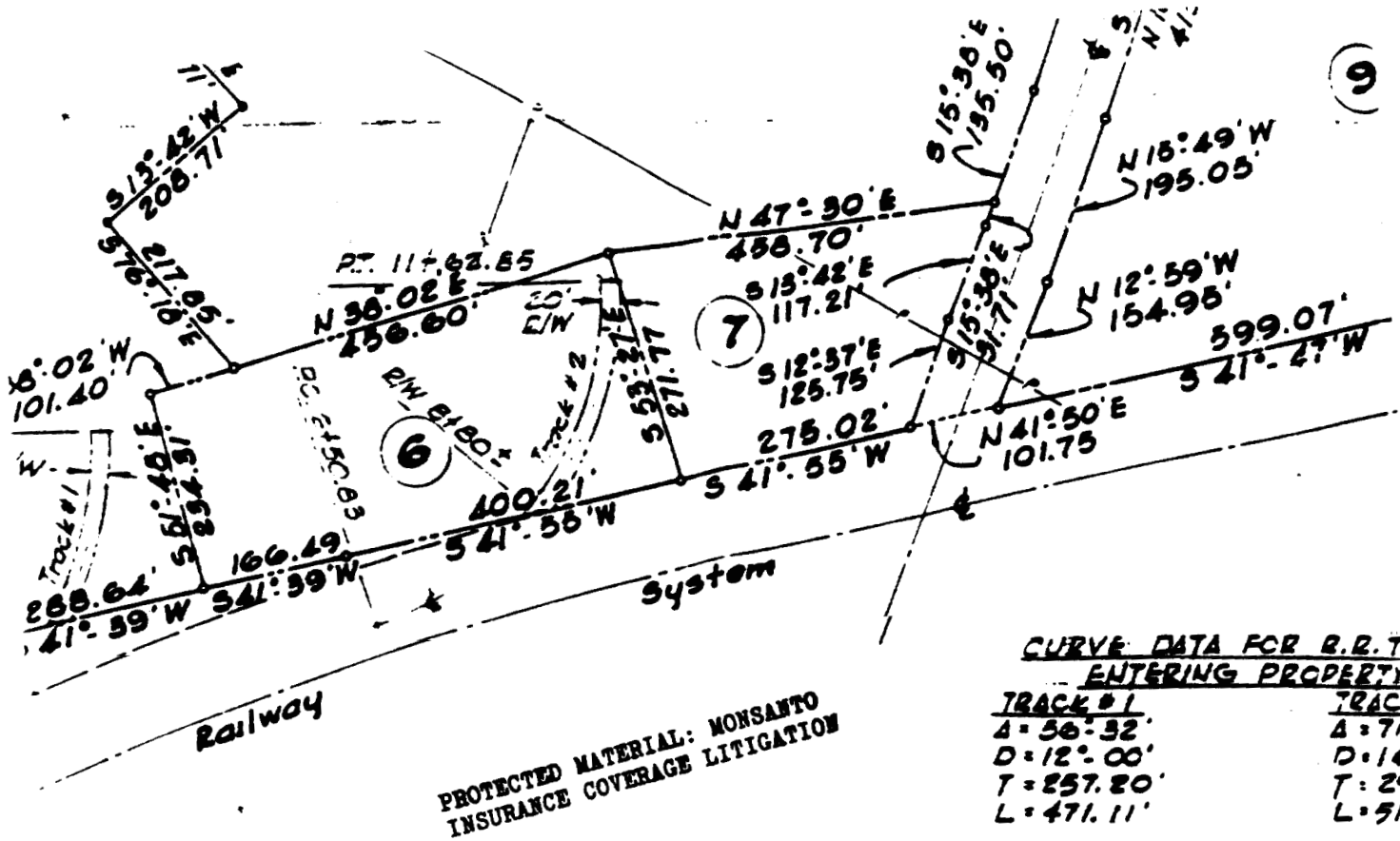
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

*General
Section*

HED 0002710

HCO 0545091

HMS002093



PLAT
PROPERTY OF
DANIEL CONSTRUCTION CO.
LOCATED
CHEROKEE COUNTY, S.C.

27 SEPTEMBER 1962

SCALE: 1" = 200'

DAVIS & FLOYD ENGRS., INC
ATLANTA, GA. **GREENWOOD, S.C.**

HED 0002711

HMSQ02094

EPA/CERRO COPPER/EIL/PCB ATTORNEY WORK PRODUCT / ATTORNEY CLIENT PRIVILEGE

July 6, 1970

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

Mr. Paul Sauget
Sauget and Company
2700 Monsanto Avenue
Sauget, Illinois, 62201

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

Dear Mr. Sauget:

Enclosed herewith is Sauget and
Company's copy of our Waste Disposal
Area Lease for the period 1/1/70 through
12/31/72.

Best regards.

Yours truly,

Dick

R. A. Miller
Purchasing Supervisor

RAM:rs

CC: S. K. Shanahan - G.O. (No Copy)
File 02-03-0431 - JFQ (Copy)
W. M. Cooper - G.O. (Copy)
Carl Mason - WCK (No Copy)

HED 0002712

MCO 0544492

HMSQ02095

Monsanto

MONSANTO INDUSTRIAL CHEMICALS CO.
800 N. Lindbergh Boulevard
St. Louis, Missouri 63165
Phone: (314) 694-1000

24

December 29, 1972

Sauget & Company
2700 Monsanto Avenue
Sauget, Illinois

RE: EXTENSION OF LEASE

Gentlemen:

Reference is hereby made to that certain Lease dated January 1, 1970, with a term of three years, between Monsanto Company as Lessor and Sauget & Company as Lessee by which Monsanto leased certain lands situated in the Village of Sauget, County of St. Clair, State of Illinois, bounded on the North by Riverview Avenue; on the East by a 230 KV transmission line of Union Electric Company; on the South by other land of Monsanto and on the West by an existing unimproved road, containing approximately 22 acres and more particularly described in said Lease.

This letter will serve to indicate our agreement to extend the term of the above mentioned Lease for an additional period of three years, expiring on December 31, 1975.

All the other terms, conditions and provisions contained in said Lease shall continue in full force and effect during all of said extended term, unless sooner terminated as provided in paragraph 7 of said Lease.

If this letter properly expresses our agreement with respect to the extension of said Lease, please so indicate by

a unit of Monsanto Company

MCO 0546115

Monsanto

ORGANIC CHEMICALS DIVISION

Monsanto Company
1700 South Second Street
St. Louis, Missouri 63177
Phone: (314) 621-4000

24

March 18, 1971

Mr. Paul Sauget
Sauget and Company
2700 Queeny Avenue
Sauget, Illinois, 62206

Subject: WASTE DISPOSAL AGREEMENT
DATED JANUARY 1, 1970

Dear Paul:

Pursuant to the conditions of subject contract, we hereby deliver notice of our desire to suspend the permission previously granted Sauget and Company to remove metal drums, effective March 24, 1971, for a period of six (6) months.

Please acknowledge. Thank you very much.

Yours truly,

Dick

R. A. Miller
Purchasing Supervisor

RAM:rs

CC: ~~RECEIVED~~ Rayfield - WGK
P. Heisler - WGK
B. R. Williams - WGK

MCO 0546192

September 1, 1971

Mr. Paul Sauget
Sauget and Company
2700 Queeny Avenue
Sauget, Illinois, 62206

Subject: WASTE DISPOSAL AGREEMENT
DATED JANUARY 1, 1970

Dear Paul:

Subsequent to our letter of March 18, 1971 which conveyed our suspension of permission to remove metal drums, we hereby suspend this permission for the duration of subject contract.

Please acknowledge. Thank you very much.

Yours truly,

R. A. Miller
Purchasing Supervisor

RAM:rs

CC: H. Rayfield - WGK
P. Heisler - WGK
B. R. Williams - WGK

Enclosure

MCO 0546193

March 18, 1971

Mr. Paul Sauget
Sauget and Company
2700 Queeny Avenue
Sauget, Illinois, 62206

Subject: WASTE DISPOSAL AGREEMENT
DATED JANUARY 1, 1970

Dear Paul:

Pursuant to the conditions of subject contract, we hereby deliver notice of our desire to suspend the permission previously granted Sauget and Company to remove metal drums, effective March 24, 1971, for a period of six (6) months.

Please acknowledge. Thank you very much.

Yours truly,

R. A. Miller
Purchasing Supervisor

RAM:rs

CC: H. Rayfield - WGK
P. Heisler - WGK
B. R. Williams - WGK xru 8/13

MCO 0546194

PROCEDURE FOR DISPOSAL OF Hg CONTAMINATED MATERIAL

A. Hg contaminated steel & PVC piping

1. All scrap material & piping from dismantling operations should be visually inspected for recoverable Hg and then physically reduced or cut up into small straight sections to allow for easy burial.
2. The scrap material should then be loaded into a "water tight" dumpster box for hauling to the chemical waste landfill. Harry Rayfield (ext. 521) should be contacted prior to hauling so that he can ensure the proper burial of the contaminated material.

B. Dismantled electrical equipment containing Hg

1. Electrical equipment which has been dismantled and scrapped by the Instrument Shop for the removal of Hg should be collected in a "water tight" container for removal to the chemical waste landfill. The container could either be a 55 gal. drum or dumpster box depending on the quantity of scrap material.
2. Again, Harry Rayfield (ext. 521) should be contacted prior to hauling so that he can ensure the proper burial of the contaminated material.

All Hg contaminated scrap material should be hauled to the chemical waste landfill prior to 12:00 noon on any one day to allow the site operator sufficient time to properly cover the scrap material that afternoon. Conformance with this rule will help to eliminate and discourage after hours salvaging by non-Monsanto personnel.

M. R. Foresman
7-13-71

AGREEMENT FOR DUMPING PRIVILEGES

This Agreement made and entered into as of January 1, 1971, by and between SAUGET AND COMPANY, a Delaware corporation located in Sauget Village, St. Clair County, State of Illinois, hereinafter called "Sauget" and the MONSANTO COMPANY, a Delaware corporation with General Offices at St. Louis, Missouri, hereinafter called "Monsanto".

WITNESSETH THAT:

WHEREAS, Monsanto operates a chemical industry situated in Sauget Village, Centerville Township, St. Clair County, Illinois, and desires to dispose of refuse materials from said industry,

WHEREAS, Sauget is willing to permit the disposal of said refuse by Monsanto on Sauget's property upon the terms and conditions hereinafter set out,

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. Sauget agrees as follows:

a. To permit Monsanto to haul to said dump any or all refuse resulting from the normal operations at Monsanto's chemical plant. Any refuse containing acid shall be neutralized with lime.

b. To allow contractor performing work for Monsanto at W. G. Krummrich Plant to haul and dump refuse resulting from such work upon presentation of a permit issued by Monsanto identifying the contractor, the project involved and the

(*)

of such project. One permit shall be sufficient for each contractor for each project for the term of such project. Such contractor for each project for the term of such project. Such contractor shall comply with all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Department of Public Health or otherwise, and, in the event that such contractor violates any of said rules and regulations, Sauget may cancel such permit and, if it does so, shall notify Monsanto in writing of such cancellation.

c. To permit at any time, day or night, including Saturdays, Sundays and Holidays, the unloading of the refuse which Monsanto or its contractors hauls to said dump and to furnish labor for the purpose of allowing access to said dump by Monsanto or its contractors for such purpose, and for the purpose of supervising and directing such unloading.

d. To maintain the dump at all times in such condition as to allow the refuse to be freely unloaded without delay.

e. To maintain at all times access for trucks to the dump from the nearest improved road.

f. To wash refuse container boxes at the dump when requested by Monsanto so long as water is available, without cost, for use by Sauget.

(*)

g. To operate the dump in full compliance with The Rules and Regulations of the Illinois Department of Public Health.

MCO 0546214

(*) See EXHIBIT A.

01010

h. To hold Monsanto harmless from and indemnify Monsanto against any and all liability, loss or expense that might arise by reason of damage to property or crops or injury to person or persons resulting directly or indirectly from the operation of said dump, from materials deposited therein or from Monsanto's use thereof.

i. To treat as Monsanto's confidential property and not use or disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform the work hereunder, any information (including any technical information, experience or data) regarding Monsanto's plans, programs, plants, processes, products, costs, equipment, operations or customers which may come within the knowledge of Sauget or his employees in the performance of the work or which may be developed by Sauget in the course of Sauget's performance of the work without in each instance securing the prior written consent of Monsanto. Nothing herein, however, shall prevent Sauget from disclosing to others or using in any manner information which Sauget can show:

(1) has been published and has become part of the public domain other than by acts or omissions of Sauget or his employees;

(2) has been furnished or made known to Sauget by third parties as a matter of right and without restriction on disclosure; or

(3) was in his possession at the time he entered into this Agreement and which was not acquired by Sauget

MCO 0546215

directly or indirectly from Monsanto, its employees or its agents. Sauget shall restrict the knowledge of all information regarding the work to as few as possible of his employees (and only to those directly connected with the performing of the work) and shall also, upon request by Monsanto, cause such persons employed in the work on Sauget's behalf to execute individual secrecy agreements in a form acceptable to Monsanto.

2. Monsanto agrees as follows:

a. To pay to Sauget at the end of the term of this Agreement Eight Thousand Dollars (\$8,000.00).

b. To furnish cinders as they are required for the operation of the Plant. Such cinders are

to be taken from the dump as Monsanto deems necessary.

c. All dumping at said dump by Monsanto

shall be in conformity with all applicable laws and

applicable to said dump and shall be subject to the order prom-

ulgated by the Illinois Department of Public Health.

3. This Agreement shall commence with the beginning of the term and shall continue for a period of one (1) year unless sooner terminated by either party giving at least ninety (90) days' written notice of termination to the other party.

MCO 0546216

SIT

003130

4. Should this Agreement be terminated prior to December 31, 1972, then payment shall be prorated on the basis of Eight Thousand Dollars (\$8,000.00) per year for the year 1972.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of each party as of the day and year set forth at its beginning.

MONSANTO COMPANY

SAUGET AND COMPANY

By R. E. Miller
Title Purchasing Supt.
Witness Paul J. Anderson

By Paul Laug, Jr.
Title President
Witness Betty J. Long

MCO 0546217

VILLAGE OF SAUGET

PAUL SAUGET
Mayor

2807 MONSANTO AVENUE
SAUGET, ILLINOIS 62206

Area Code ()
337-3267

February 18, 1972

Mr. R. A. Miller
Monsanto Company
1700 South Second Street
St. Louis, Missouri 63177

Re: Contract No. 02-03-0517

Dear Dick:

Enclosed herewith is the signed Agreement for
Dumping Privileges that you sent me.

There is a mistake in the contract in that the
Illinois Department of Public Health no longer
has control over landfill sites. It is now the
Environmental Protection Agency.

R.A. Miller
2/27/72

Sincerely,



PAUL SAUGET

PS/bl

MCD 0546218

0-3138

*cc Mr. Pomeroy
Harry Rayfield
Jim Dalton*
AGREEMENT FOR DUMPING PRIVILEGES

This Agreement made and entered into as of January 1, 1972, by and between SAUGET AND COMPANY, a Delaware corporation located in Sauget Village, St. Clair County, State of Illinois, hereinafter called "Sauget" and the MONSANTO COMPANY, a Delaware corporation with General Offices at St. Louis, Missouri, hereinafter called "Monsanto".

WITNESSETH THAT:

WHEREAS, Monsanto operates a chemical industry situated in Sauget Village, Centerville Township, St. Clair County, Illinois, and desires to dispose of refuse materials from said industry, and

WHEREAS, Sauget is willing to permit the disposal of such refuse by Monsanto on Sauget's property upon the terms and conditions hereinafter set out,

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. Sauget agrees as follows:

- a. To permit Monsanto to haul to said dump any or all refuse resulting from the normal operations at Monsanto's chemical plant. Any refuse containing acid shall be neutralized with lime.
- b. To allow contractor performing work for Monsanto at its W. G. Krumrich Plant to haul and dump refuse resulting from such work upon presentation of a permit issued by Monsanto identifying the contractor, the project involved and the term.

(*)

of such project. One permit shall be sufficient for each contractor for each project for the term of such project. Such contractor for each project for the term of such project. Such contractor shall comply with all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Department of Public Health or otherwise, and, in the event that such contractor violates any of said rules and regulations, Sauget may cancel such permit and, if it does so, shall notify Monsanto in writing of such cancellation.

c. To permit at any time, day or night, including Saturdays, Sundays and Holidays, the unloading of the refuse which Monsanto or its contractors hauls to said dump and to furnish labor for the purpose of allowing access to said dump by Monsanto or its contractors for such purpose, and for the purpose of supervising and directing such unloading.

d. To maintain the dump at all times in such condition as to allow the refuse to be freely unloaded without delay.

e. To maintain at all times access for trucks to the dump from the nearest improved road.

f. To wash refuse container boxes at the dump when requested by Monsanto so long as water is available, without cost, for use by Sauget.

(*)

g. To operate the dump in full compliance with The Rules and Regulations of the Illinois Department of Public Health.

MCO 0546345

(*) See EXHIBIT A.

h. To hold Monsanto harmless from and indemnify Monsanto against any and all liability, loss or expense that might arise by reason of damage to property or crops or injury to person or persons resulting directly or indirectly from the operation of said dump, from materials deposited therein or from Monsanto's use thereof.

i. To treat as Monsanto's confidential property and not use or disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform the work hereunder, any information (including any technical information, experience or data) regarding Monsanto's plans, programs, plants, processes, products, costs, equipment, operations or customers which may come within the knowledge of Sauget or his employees in the performance of the work or which may be developed by Sauget in the course of Sauget's performance of the work without in each instance securing the prior written consent of Monsanto. Nothing herein, however, shall prevent Sauget from disclosing to others or using in any manner information which Sauget can show:

(1) has been published and has become part of the public domain other than by acts or omissions of Sauget or his employees;

(2) has been furnished or made known to Sauget by third parties as a matter of right and without restriction on disclosure; or

(3) was in his possession at the time he entered into this Agreement and which was not acquired by Sauget

MCO 0546346

directly or indirectly from Monsanto, its employees or its agents. Sauget shall restrict the knowledge of all information regarding the work to as few as possible of his employees (and only to those directly connected with the performing of the work) and shall also, upon request by Monsanto, cause such persons involved in the work on Sauget's behalf as Monsanto designates to sign individual secrecy agreements in a form satisfactory to Monsanto.

2. Monsanto agrees as follows:

- a. To pay to Sauget at the end of the year 1972 the sum of Eight Thousand Dollars (\$8,000.00).
- b. To furnish cinders as they are available from the W. G. Krummrich Plant. Such cinders are to be used in the maintenance of the dump as Monsanto deems necessary.
- c. All dumping at said dump by Monsanto and by its contractors shall be in conformity with any and all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Department of Public Health or otherwise.

(*)

3. This Agreement shall commence with the date set forth at its beginning and shall continue for a period of twelve (12) months unless sooner terminated by either party giving to the other party at least ninety (90) days' written notice of that party's intention to cancel same.

(*) See EXHIBIT A.

MCO 0546347

4. Should this Agreement be terminated prior to December 31, 1972, then payment shall be prorated on the basis of Eight Thousand Dollars (\$8,000.00) per year for the year 1972.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of each party as of the day and year set forth at its beginning.

MONSANTO COMPANY

SAUGET AND COMPANY

By R. A. Miller
Title Purchasing Supt.
Witness Rene J. Jandine

By Paul Saugiet
Title President
Witness Betty J. Long

MCO 0546348

VILLAGE OF SAUGET

PAUL SAUGET
Mayor

2807 MONSANTO AVENUE
SAUGET, ILLINOIS 62206

Area Code 618
337-3267

February 18, 1972

Mr. R. A. Miller
Monsanto Company
1700 South Second Street
St. Louis, Missouri 63177

Re: Contract No. 02-03-0517

Dear Dick:

Enclosed herewith is the signed Agreement for
Dumping Privileges that you sent me.

There is a mistake in the contract in that the
Illinois Department of Public Health no longer
has control over landfill sites. It is now the
Environmental Protection Agency.

R.A. Miller
2/24/72

Sincerely,



PAUL SAUGET

PS/b1

MCO 0546349

003144

AGREEMENT FOR DUMPING PRIVILEGES

This Agreement made and entered into as of January 1, 1972, by and between SAUGET AND COMPANY, a Delaware corporation located in Sauget Village, St. Clair County, State of Illinois, hereinafter called "Sauget" and the MONSANTO COMPANY, a Delaware corporation with General Offices at St. Louis, Missouri, hereinafter called "Monsanto".

WITNESSETH THAT:

WHEREAS, Monsanto operates a chemical industry situated in Sauget Village, Centerville Township, St. Clair County, Illinois, and desires to dispose of refuse materials from said industry, and

WHEREAS, Sauget is willing to permit the disposal of such refuse by Monsanto on Sauget's property upon the terms and conditions hereinafter set out,

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. Sauget agrees as follows:

- a. To permit Monsanto to haul to said dump any or all refuse resulting from the normal operations at Monsanto's chemical plant. Any refuse containing acid shall be neutralized with lime.
- b. To allow contractor performing work for Monsanto at its W. G. Krummrich Plant to haul and dump refuse resulting from such work upon presentation of a permit issued by Monsanto identifying the contractor, the project involved and the term

6/21/72 *Sauget to permit Monsanto to haul and dump refuse resulting from normal operations at W. G. Krummrich Plant to take care of work.*

(*)

of such project. One permit shall be sufficient for each contractor for each project for the term of such project. Such contractor for each project for the term of such project. Such contractor shall comply with all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Department of Public Health or otherwise, and, in the event that such contractor violates any of said rules and regulations, Sauget may cancel such permit and, if it does so, shall notify Monsanto in writing of such cancellation.

c. To permit at any time, day or night, including Saturdays, Sundays and Holidays, the unloading of the refuse which Monsanto or its contractors hauls to said dump and to furnish labor for the purpose of allowing access to said dump by Monsanto or its contractors for such purpose, and for the purpose of supervising and directing such unloading.

d. To maintain the dump at all times in such condition as to allow the refuse to be freely unloaded without delay.

e. To maintain at all times access for trucks to the dump from the nearest improved road.

f. To wash refuse container boxes at the dump when requested by Monsanto so long as water is available, without cost, for use by Sauget.

(*)

g. To operate the dump in full compliance with The Rules and Regulations of the Illinois Department of Public Health.

MCO 0546356

(*) See EXHIBIT A.

000140

h. To hold Monsanto harmless from and indemnify Monsanto against any and all liability, loss or expense that might arise by reason of damage to property or crops or injury to person or persons resulting directly or indirectly from the operation of said dump, from materials deposited therein or from Monsanto's use thereof.

i. To treat as Monsanto's confidential property and not use or disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform the work hereunder, any information (including any technical information, experience or data) regarding Monsanto's plans, programs, plants, processes, products, costs, equipment, operations or customers which may come within the knowledge of Sauget or his employees in the performance of the work or which may be developed by Sauget in the course of Sauget's performance of the work without in each instance securing the prior written consent of Monsanto. Nothing herein, however, shall prevent Sauget from disclosing to others or using in any manner information which Sauget can show:

(1) has been published and has become part of the public domain other than by acts or omissions of Sauget or his employees;

(2) has been furnished or made known to Sauget by third parties as a matter of right and without restriction on disclosure; or

(3) was in his possession at the time he entered into this Agreement and which was not acquired by Sauget

MCO 0546357

003147

directly or indirectly from Monsanto, its employees or its agents. Sauget shall restrict the knowledge of all information regarding the work to as few as possible of his employees (and only to those directly connected with the performing of the work) and shall also, upon request by Monsanto, cause such persons involved in the work on Sauget's behalf as Monsanto designates to sign individual secrecy agreements in a form satisfactory to Monsanto.

2. Monsanto agrees as follows:

- a. To pay to Sauget at the end of the year 1972 the sum of Eight Thousand Dollars (\$8,000.00).
- b. To furnish cinders as they are available from the W. G. Krummrich Plant. Such cinders are to be used in the maintenance of the dump as Monsanto deems necessary.
- c. All dumping at said dump by Monsanto and by its contractors shall be in conformity with any and all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Department of Public Health or otherwise.

(*)

3. This Agreement shall commence with the date set forth at its beginning and shall continue for a period of twelve (12) months unless sooner terminated by either party giving to the other party at least ninety (90) days' written notice of that party's intention to cancel same.

MCO 0546358

(*) See EXHIBIT A.

4. Should this Agreement be terminated prior to December 31, 1972, then payment shall be prorated on the basis of Eight Thousand Dollars (\$8,000.00) per year for the year 1972.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of each party as of the day and year set forth at its beginning.

MONSANTO COMPANY

SAUGET AND COMPANY

By R. A. Miller
Title Purchasing Supt.
Witness Paul Sanderson

By Paul Saugiet
Title President
Witness Betty J. Long

MCO 0546359

VILLAGE OF SAUGET

AUL SAUGET
Mayor

2897 MONSANTO AVENUE
SAUGET, ILLINOIS 62206

Area Code 618
337-3267

February 18, 1972

Mr. R. A. Miller
Monsanto Company
1700 South Second Street
St. Louis, Missouri 63177

Re: Contract No. 02-03-0517

Dear Dick:

Enclosed herewith is the signed Agreement for
Dumping Privileges that you sent me.

There is a mistake in the contract in that the
Illinois Department of Public Health no longer
has control over landfill sites. It is now the
Environmental Protection Agency.

R.A. Miller
2/24/72

Sincerely,



PAUL SAUGET

PS/bl

MCO 0546360

003150

COMPANY CONFIDENTIAL

CONTRACT NO. 02-03-0563

24

AGREEMENT FOR DUMPING PRIVILEGES

This Agreement made and entered into as of January 1, 1973, by and between SAUGET AND COMPANY, a Delaware corporation located in Sauget Village, St. Clair County, State of Illinois, hereinafter called "Sauget" and the MONSANTO COMPANY, a Delaware corporation with General Offices at St. Louis, Missouri, hereinafter called "Monsanto".

WITNESSETH THAT:

WHEREAS, Monsanto operates a chemical industry situated in Sauget Village, Centerville Township, St. Clair County, Illinois, and desires to dispose of refuse materials from said industry and

WHEREAS, Sauget is willing to permit the disposal of such refuse by Monsanto on Sauget's property upon the terms and conditions hereinafter set out,

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. Sauget agrees as follows:

- a. To permit Monsanto to haul to said dump any or all refuse resulting from the normal operations at Monsanto's chemical plant. Any refuse containing acid shall be neutralized with lime.
- b. To allow contractors performing work for Monsanto at its J. F. Queeny Plant and its W. G. Krummrich Plant to haul and dump refuse resulting from such work upon presentation of a permit issued by Monsanto identifying the contractor,

Monsanto will

000151

the project involved and the term of such project. One permit shall be sufficient for each contractor for each project for the term of such project. Such contractor shall comply with all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Environmental Protection Agency or otherwise, and, in the event that such contractor violates any of said rules and regulations, Sauget may cancel such permit and, if it does so, shall notify Monsanto in writing of such cancellation.

- c. To permit at any time, day or night, including Saturdays, Sundays and Holidays, the unloading of the refuse which Monsanto or its contractors hauls to said dump and to furnish labor for the purpose of supervising and directing such unloading.
- d. To maintain the dump at all times in such condition as to allow the refuse to be freely unloaded without delay.
- e. To maintain at all times access for trucks to dump from the nearest improved road.

water is available, without cost, for use by Sauget.

strike out

g. To operate the dump in full compliance with the rules and regulations of the Illinois Environmental Protection Agency.

h. To hold Monsanto harmless from and indemnify Monsanto against any and all liability, loss or expense that might arise by reason of damage to property or crops or injury to person or persons resulting directly or indirectly from the operation of said dump, from materials deposited therein or from Monsanto's use thereof.

i. To treat as Monsanto's confidential property and not use or disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform the work hereunder, any information (including any technical information, experience or data) regarding Monsanto's plans, programs, plants, processes, products, costs, equipment, operations or customers which may come within the knowledge of Sauget or his employees in the performance of the work or which may be developed by Sauget in the course of Sauget's performance of the work

MCO 0546257

058153

without in each instance securing the prior written consent of Monsanto.

Nothing herein, however, shall prevent Sauget from disclosing to others or using in any manner information which Sauget can show:

- (1) has been published and has become part of the public domain other than by acts or omissions of Sauget or his employees;
- (2) has been furnished or made known to Sauget by third parties as a matter of right and without restriction on disclosure; or
- (3) was in his possession at the time he entered into this Agreement and which was not acquired by Sauget directly or indirectly from Monsanto, its employees or its agents. Sauget shall restrict the knowledge of all information regarding the work to as few as possible of his employees (and only to those directly connected with the performing of the work) and shall also, upon request by Monsanto, cause such persons involved in the work on Sauget's behalf as Monsanto designates to sign individual secrecy agreements in a form satisfactory to Monsanto.

2. Monsanto agrees as follows:

- a. To pay to Sauget at the end of the year 1973 the sum of Eleven Thousand Dollars (\$11,000.00).
- b. To furnish cinders as they are available from the J. F. Queeny Plant and the W. G. Krummrich Plant. Such cinders are to be used in the maintenance of the dump as Monsanto deems necessary.
- c. All dumping at said dump by Monsanto and by its contractors shall be in conformity with any and all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Environmental Protection Agency or otherwise.

3. This agreement shall commence with the date set forth at its beginning and shall continue for a period of twelve (12) months unless sooner terminated by either party giving to the other party at least ninety (90) days' written notice of that party's intention to cancel same. This notice period is waived in the event either party is legally prevented from continued performance hereunder.

*Identify Ill.
EPA*

4. Should this Agreement be terminated prior to December 31, 1973, then payment shall be prorated on the basis of Eleven Thousand Dollars (\$11,000.00) per year for the year 1973.

MCO 0546259

IN WITNESS WHEREOF, this Agreement has been executed
on behalf of each party as of the day and year set forth at its
beginning.

MONSANTO COMPANY

SAUGET AND COMPANY

By _____

By _____

Title _____

Title _____

Witness _____

Witness _____

MCO 0546260

013155

AGREEMENT FOR DUMPING PRIVILEGES

This Agreement made and entered into as of January 1, 1973, by and between SAUGET AND COMPANY, a Delaware corporation located in Sauget Village, St. Clair County, State of Illinois, hereinafter called "Sauget" and the MONSANTO COMPANY, a Delaware corporation with General Offices at St. Louis, Missouri, hereinafter called "Monsanto".

WITNESSETH THAT:

WHEREAS, Monsanto operates chemical industries situated in Sauget Village, Centerville Township, St. Clair County, Illinois, and at 1700 South Second Street, St. Louis, Missouri, and desires to dispose of refuse materials from said industries, and

WHEREAS, Sauget is willing to permit the disposal of such refuse by Monsanto on Sauget's property upon the terms and conditions hereinafter set out,

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. Sauget agrees as follows:

- a. To permit Monsanto to haul to said dump any or all refuse resulting from the normal operations at Monsanto's chemical plants.
- b. To allow contractors performing work for Monsanto at its W. G. Krummrich Plant and its J. F. Queeny Plant to haul and dump refuse resulting from such work upon presentation of a permit issued by Monsanto identifying the contractor,

the project involved and the term of such project. One permit shall be sufficient for each contractor for each project for the term of such project. Such contractor shall comply with all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Environmental Protection Agency or otherwise, and, in the event that such contractor violates any of said rules and regulations, Sauget may cancel such permit and, if it does so, shall notify Monsanto in writing of such cancellation.

- c. To permit at any time, day or night, including Saturdays, Sundays and Holidays, the unloading of the refuse which Monsanto or its contractors hauls to said dump and to furnish labor for the purpose of supervising and directing such unloading.
- d. To maintain the dump at all times in such condition as to allow the refuse to be freely unloaded without delay.
- e. To maintain at all times access for trucks to dump from the nearest improved road.
- f. To wash refuse container boxes at the dump when requested by Monsanto so long as

MCD 0546262

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water is available, without cost, for use by Sauget.

- g. To hold Monsanto harmless from and indemnify Monsanto against any and all liability, loss or expense that might arise by reason of damage to property or crops or injury to person or persons resulting directly or indirectly from the operation of said dump, from materials deposited therein or from Monsanto's use thereof.
- h. To treat as Monsanto's confidential property and not use or disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform the work hereunder, any information (including any technical information, experience or data) regarding Monsanto's plans, programs, plants, processes, products, costs, equipment, operations or customers which may come within the knowledge of Sauget or his employees in the performance of the work or which may be developed by Sauget in the course of Sauget's performance of the work

MCO 0546263

003159

without in each instance securing the prior written consent of Monsanto. Nothing herein, however, shall prevent Sauget from disclosing to others or using in any manner information which Sauget can show:

- (1) has been published and has become part of the public domain other than by acts or omissions of Sauget or his employees;
- (2) has been furnished or made known to Sauget by third parties as a matter of right and without restriction on disclosure; or
- (3) was in his possession at the time he entered into this Agreement and which was not acquired by Sauget directly or indirectly from Monsanto, its employees or its agents. Sauget shall restrict the knowledge of all information regarding the work to as few as possible of his employees (and only to those directly connected with the performing of the work) and shall also, upon request by Monsanto, cause such persons involved in the work on Sauget's behalf as Monsanto designates to sign individual secrecy agreements in a form satisfactory to Monsanto.

MCO 0546264

2. Monsanto agrees as follows:

- a. To pay to Sauget at the end of the year 1973 the sum of Eleven Thousand Dollars (\$11,000.00).
- b. To furnish cinders as they are available from the W. G. Krummrich Plant and the J. F. Queeny Plant. Such cinders are to be used in the maintenance of the dump as Monsanto deems necessary.
- c. To neutralize with lime any refuse containing acid.
- d. All dumping at said dump by Monsanto and by its contractors shall be in conformity with any and all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Environmental Protection Agency or otherwise.

3. This Agreement shall commence with the date set forth at its beginning and shall continue for a period of twelve (12) months unless sooner terminated by either party giving to the other party at least ninety (90) days' written notice of that party's intention to cancel same. This notice period is waived in the event the Illinois Environmental Protection Agency shall prevent either party from continued performance hereunder.

4. Should this Agreement be terminated prior to December 31, 1973, then payment shall be prorated on the basis of Eleven Thousand Dollars (\$11,000.00) per year for the year 1973.

0-3161

MCO 0546265

EPA/CERRO COPPER/EIL/PCB ATTORNEY WORK PRODUCT / ATTORNEY CLIENT PRIVILEGE

IN WITNESS WHEREOF, this Agreement has been executed on behalf of each party as of the day and year set forth at its beginning.

MONSANTO COMPANY

SAUGET AND COMPANY

By _____

By _____

Title _____

Title _____

Witness _____

Witness _____

MCO 0546266

Monsanto

FROM (NAME & LOCATION)

R. A. Miller - JFQ/WGK Purchasing

DATE

December 1, 1972

cc W. C. Petty - JFQ

24

SUBJECT

CONTRACT NO. 02-03-0563
1973 SOLID WASTE DISPOSAL
SAUGET AND COMPANY

REFERENCE

TO

MESSRS.: J. W. Brown - JFQ
B. B. Byrne - JFQ
T. W. Dalton - WGK
C. N. Deubner - WGK
M. R. Foresman - WGK
P. F. Gatens - JFQ
J. F. Hart - WGK
P. E. Heisler - WGK
D. C. Malm - JFQ
R. G. Moody - WGK
A. E. Peterson - JFQ
~~M. G. Royfield - WGK~~
M. T. Schade - JFQ
M. J. Smid - JFQ
L. W. Sprandel - WGK
G. W. Watson - WGK
R. L. Wiese - JFQ
B. R. Williams - WGK

Enclosed is a copy of our 1973 "trash dump" contract with Sauget and Company. 1972 pricing of \$11,000 per annum (\$8M for WGK and \$3M for JFQ) remains in effect. If you have any comments or questions, please call me.

Dick

R. A. Miller

/rs
encls.

MCO 0546120

301000

IN 10 REV 11 65

EPA/CEPRO COPPER/EIL/PCB ATTORNEY WORK PRODUCT / ATTORNEY CLIENT PRIVILEGE

AGREEMENT FOR DUMPING PRIVILEGES

This Agreement made and entered into as of January 1, 1973, by and between SAUGET AND COMPANY, a Delaware corporation located in Sauget Village, St. Clair County, State of Illinois, hereinafter called "Sauget" and the MONSANTO COMPANY, a Delaware corporation with General Offices at St. Louis, Missouri, hereinafter called "Monsanto".

WITNESSETH THAT:

WHEREAS, Monsanto operates chemical industries situated in Sauget Village, Centerville Township, St. Clair County, Illinois, and at 1700 South Second Street, St. Louis, Missouri, and desires to dispose of refuse materials from said industries, and

WHEREAS, Sauget is willing to permit the disposal of such refuse by Monsanto on Sauget's property upon the terms and conditions hereinafter set out,

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. Sauget agrees as follows:

- a. To permit Monsanto to haul to said dump any or all refuse resulting from the normal operations at Monsanto's chemical plants.
- b. To allow contractors performing work for Monsanto at its W. G. Krummrich Plant and its J. F. Queeny Plant to haul and dump refuse resulting from such work upon presentation of a permit issued by Monsanto identifying the contractor,

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the project involved and the term of such project. One permit shall be sufficient for each contractor for each project for the term of such project. Such contractor shall comply with all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Environmental Protection Agency or otherwise, and, in the event that such contractor violates any of said rules and regulations, Sauget may cancel such permit and, if it does so, shall notify Monsanto in writing of such cancellation.

- c. To permit at any time, day or night, including Saturdays, Sundays and Holidays, the unloading of the refuse which Monsanto or its contractors hauls to said dump and to furnish labor for the purpose of supervising and directing such unloading.
- d. To maintain the dump at all times in such condition as to allow the refuse to be freely unloaded without delay.
- e. To maintain at all times access for trucks to dump from the nearest improved road.
- f. To wash refuse container boxes at the dump when requested by Monsanto so long as

MCO 0546122

water is available, without cost, for use by Sauget.

- g. To hold Monsanto harmless from and indemnify Monsanto against any and all liability, loss or expense that might arise by reason of damage to property or crops or injury to person or persons resulting directly or indirectly from the operation of said dump, from materials deposited therein or from Monsanto's use thereof.
- h. To treat as Monsanto's confidential property and not use or disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform the work hereunder, any information (including any technical information, experience or data) regarding Monsanto's plans, programs, plants, processes, products, costs, equipment, operations or customers which may come within the knowledge of Sauget or his employees in the performance of the work or which may be developed by Sauget in the course of Sauget's performance of the work

MCO 0546123

without in each instance securing the prior written consent of Monsanto.

Nothing herein, however, shall prevent Sauget from disclosing to others or using in any manner information which Sauget can show:

- (1) has been published and has become part of the public domain other than by acts or omissions of Sauget or his employees;
- (2) has been furnished or made known to Sauget by third parties as a matter of right and without restriction on disclosure; or
- (3) was in his possession at the time he entered into this Agreement and which was not acquired by Sauget directly or indirectly from Monsanto, its employees or its agents. Sauget shall restrict the knowledge of all information regarding the work to as few as possible of his employees (and only to those directly connected with the performing of the work) and shall also, upon request by Monsanto, cause such persons involved in the work on Sauget's behalf as Monsanto designates to sign individual secrecy agreements in a form satisfactory to Monsanto.

MCO 0546124

EPA/CERRO COPPER/EIL/PCB ATTORNEY WORK PRODUCT / ATTORNEY CLIENT PRIVILEGE

003177

2. Monsanto agrees as follows:

- a. To pay to Sauget at the end of the year 1973 the sum of Eleven Thousand Dollars (\$11,000.00).
- b. To furnish cinders as they are available from the W. G. Krummrich Plant and the J. F. Queeny Plant. Such cinders are to be used in the maintenance of the dump as Monsanto deems necessary.
- c. To neutralize with lime any refuse containing acid.
- d. All dumping at said dump by Monsanto and by its contractors shall be in conformity with any and all rules and regulations applicable to said dump, whether promulgated by Sauget or by the Illinois Environmental Protection Agency or otherwise.

3. This Agreement shall commence with the date set forth at its beginning and shall continue for a period of twelve (12) months unless sooner terminated by either party giving to the other party at least ninety (90) days' written notice of that party's intention to cancel same. This notice period is waived in the event the Illinois Environmental Protection Agency shall prevent either party from continued performance hereunder.

4. Should this Agreement be terminated prior to December 31, 1973, then payment shall be prorated on the basis of Eleven Thousand Dollars (\$11,000.00) per year for the year 1973.

MCO 0546125

IN WITNESS WHEREOF, this Agreement has been executed
on behalf of each party as of the day and year set forth at its
beginning.

MONSANTO COMPANY

By R.G. Miller
Title Purchasing Supt.
Witness Rene Sanders

SAUGET AND COMPANY

By Paul Sauguet
Title President
Witness Betty Jo Long

0-2109

MCO 0546126

Monsanto

C O M P A N Y

PURCHASING DEPARTMENT

Sauget, Illinois 62201

REQUISITION
PURCHASE
ORDERDATE MATERIAL REQUIRED
AT PLANT SITE.
1973
OR SOONER

DATE	PURCHASE ORDER NUMBER
12/27/72	B-33,739

PLEASE SHOW THIS ORDER NUMBER ON EACH
INVOICE, PACKAGE, BILL OF LADING, AND
SHIPPING NOTICE.

- BILLING INSTRUCTIONS -

FORWARD TO ADDRESS AT TOP OF THIS FORM

1. ACKNOWLEDGEMENT OF ORDER GIVING SHIPPING DATE
2. BILL OF LADING IN DUPLICATE
3. INVOICE IN DUPLICATE PRICING EACH ITEM SEPARATELY
4. MAIL INVOICES C/O ACCOUNTING DEPT.

- SHIPPING INSTRUCTIONS -

1. DELIVER BETWEEN 8 A.M. AND 3 P.M. MONDAY THROUGH FRIDAY
2. SHIP CHEAPEST ROUTING UNLESS OTHERWISE SPECIFIED
3. ON LOCAL DELIVERIES SURRENDER DELIVERY TICKET

← NOTE →

F.O.B.	VIA	TERMS
PLANT	VENDOR	NET 30

7154501

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RSAUGET AND COMPANY
1431 QUEENY STREET
SAUGET, ILLINOIS, 62201S
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OMONSANTO COMPANY
W. G. Krummrich Plant
Sauget, Illinois 62201
618/271-5835

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE
			THIS ORDER COVERS THE COST OF SERVICES AS PROVIDED	
			BY SAUGET AND COMPANY PER CONTRACT #02-03-0565.	
			SANITARY LANDFILL	
			END OF EACH MONTH	\$4,100.00

SALES TAX APPLIES: ☐ ADD TO INVOICEUSE TAX APPLIES: ☐ ADD TO INVOICEPURCHASE EXEMPT FROM SALES/USE TAX ☐

BY SHIPPING THE ABOVE GOODS OR BY ACKNOWLEDGING
RECEIPT OF THIS ORDER, HEREAFTER CALLED "CONTRACT,"
YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH
ON THE FACE SIDE AND THE REVERSE SIDE HEREOF. ANY
DIFFERENT OR ADDITIONAL TERMS IN YOUR ACCEPTANCE OF
THIS OFFER ARE HEREBY OBJECTED TO.

MONSANTO COMPANY

BY

DATE	INQUIRY NO.	APPROVAL	BUYER	SAFETY JOB?	<input type="checkbox"/> YES <input type="checkbox"/> NO
			WCP/RS	POLLUTION CONTROL?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DATE MATERIAL RECEIVED	COMP. SHIPMENT	PART SHIPMENT	UNLOAD AT	DELIVER TO (LOCATION)	

STANDARDS APPROVAL

DEPT.

ESTIMATE NO.

REQUISITIONER NAME TO BE PRINTED CLEARLY

W. G. Krummrich Plant

53	ACCOUNT	AMOUNT	C	TAX	N	MATERIAL	QUANTITY	OTHER
DIV.	LOC.	MAIN	SUB	CLASS	R	CODE	Y	DETAIL
2	03	914	23	804				

PU - 34 Revised 1/72

MCO 0546127

EPA/CERRO COPPER/EIL/PCB ATTORNEY WORK PRODUCT / ATTORNEY CLIENT PRIVILEGE

ESTIMATED COST

\$

REQUISITIONER: FILL IN KNOWN DATA
WITH PEN OR SOFT SHARP PENCIL. PRESS
FIRMLY FOR CLEAR IMAGE. PLEASE PRINT
LEGIBLY.

Monsanto

COMPANY

PURCHASING DEPARTMENT

Sauget, Illinois 62201

REQUISITION
PURCHASE
ORDER

DATE MATERIAL REQUIRED
AT PLANT SITE.

1973

OR SOONER

NOTE

DATE

12/27/72

PURCHASE ORDER NUMBER

B-33,741

PLEASE SHOW THIS ORDER NUMBER ON EACH
INVOICE, PACKAGE, BILL OF LADING, AND
SHIPPING NOTICE.

- BILLING INSTRUCTIONS -

FORWARD TO ADDRESS AT TOP OF THIS FORM

1. ACKNOWLEDGEMENT OF ORDER GIVING SHIPPING DATE
2. BILL OF LADING IN DUPLICATE
3. INVOICE IN DUPLICATE PRICING EACH ITEM SEPARATE
4. MAIL INVOICES C/O ACCOUNTING DEPT.

- SHIPPING INSTRUCTIONS -

1. DELIVER BETWEEN 8 A.M. AND 3 P.M. MONDAY THRU FRIDAY
2. SHIP CHEAPEST ROUTING UNLESS OTHERWISE SPECIF
3. ON LOCAL DELIVERIES SURRENDER DELIVERY TICKET

F.O.B.
SITE

VIA

MONSANTO

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7154501

SAUGET AND COMPANY
1431 QUEENY AVENUE
SAUGET, ILLINOIS, 62201

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T
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MONSANTO COMPANY

W. G. Krummrich Plant

Sauget, Illinois 62201

618/271-5835

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE
			THIS ORDER COVERS THE ANNUAL COST OF DUMPING	
			PRIVILEGES AT THE SAUGET SOLID WASTE FACILITIES	
			FOR 1973 (TRASH DUMP)	\$8,000/YR (LOT PRICE)
			REFERENCE: CONTRACT #02-03-0563	

SALES TAX APPLIES: ☐ ADD TO INVOICEUSE TAX APPLIES: ☐ ADD TO INVOICEPURCHASE EXEMPT FROM SALES/USE TAX ☒

BY SHIPPING THE ABOVE GOODS OR BY ACKNOWLEDGING
RECEIPT OF THIS ORDER, HEREAFTER CALLED "CONTRACT,"
YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH
ON THE FACE SIDE AND THE REVERSE SIDE HEREOF. ANY
DIFFERENT OR ADDITIONAL TERMS IN YOUR ACCEPTANCE OF
THIS OFFER ARE HEREBY OBJECTED TO.

MONSANTO COMPANY

M. J. Mayes

DATE	INQUIRY NO.	APPROVAL	BUYER	SAFETY JOB? <input type="checkbox"/> YES <input type="checkbox"/> NO
			WCP/rs	POLLUTION CONTROL? <input type="checkbox"/> YES <input type="checkbox"/> NO
DATE MATERIAL RECEIVED	COMP. SHIPMENT	PART SHIPMENT	UNLOAD AT	DELIVER TO (LOCATION)
				WGK PLANT

STANDARDS APPROVAL

DEPT.
832

ESTIMATE NO.

REQUISITIONER NAME TO BE PRINTED CLEARLY

H. RAYFIELD/PETTY

53	ACCOUNT					AMOUNT	C	TAX	N	MATERIAL	QUANTITY	OTHER
DIV.	LOC.	MAIN	SUB	CLASS			R	CODE	D			DETAIL
2	03	913	44	847								

MCO 0546128

PU-34 Revised 1/72

EPA/CERRO COPPER/EIL/PCB ATTORNEY WORK PRODUCT / ATTORNEY CLIENT PRIVILEGE

AGREEMENT

between

MONSANTO COMPANY

and

SAUGET AND COMPANY

DATED

January 1, 1973

for

Sanitary Landfill

W. G. Krummrich Plant

Sauget, Illinois

MCO 0545883

WASTE DISPOSAL AGREEMENT

This Agreement made and entered into as of the first day of January, 1973, by and between MONSANTO COMPANY, a Delaware corporation, of St. Louis, Missouri (hereinafter called "Monsanto"), and SAUGET AND COMPANY, a Delaware corporation, of 2700 Monsanto Avenue, Sauget, Illinois (hereinafter called "Sauget"),

WITNESSETH:

WHEREAS, by an Indenture of Lease dated January 1, 1970, extended by letter agreement dated December 29, 1972, Sauget has leased from Monsanto a tract of land of approximately twenty-two acres located near the east bank of the Mississippi River in the Village of Sauget, Illinois (hereinafter called the "Leased Property"); and

WHEREAS, Sauget proposes to operate on the Leased Property a sanitary landfill (hereinafter called the "Landfill") to provide for the disposal of certain chemical waste materials of Monsanto;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for good and valuable other consideration, Monsanto and Sauget hereby agree as follows:

MCO 0545884

00311-3

1. Operation of Landfill. Sauget shall operate the Landfill on the Leased Property in accordance with the procedures, terms and provisions set forth in the Specifications attached hereto and made a part hereof. Monsanto, at its own expense, shall arrange for the trucking of the chemical wastes from its chemical plants to the site of the Landfill, and for the unloading of such wastes at the Landfill. In disposing of material in said Landfill, Monsanto and all third parties employed by it for such purposes shall comply with all provisions of this Agreement. In the event of any breach of such provisions by any third party, Sauget shall notify Monsanto which shall not thereafter use or employ such third party. Sauget shall furnish and provide all labor and other personnel and all materials and equipment necessary for the proper operation of the Landfill. Monsanto shall notify Sauget of the Monsanto employee (hereinafter called the "Engineer") who is authorized to represent Monsanto under this Agreement.

2. Scavenging Forbidden. Under no circumstances shall any materials or containers which have been delivered to the Landfill by Monsanto for disposal be scavenged or retrieved for reuse or resale. Sauget covenants that it will use its best efforts to assure that this prohibition is reasonably implemented.

3. Price. In full payment for Sauget's entire performance of its work under this Agreement, Monsanto shall pay to Sauget each month the sum of Four Thousand One Hundred Dollars (\$4,100.00).

MCO 0545885

00174

4. Payment Procedure. Invoices for the monthly payment shall be submitted to the Engineer by Sauget on or about the first day of each month. The invoices shall be in such form and supported by such evidence as the Engineer may direct, including evidence satisfactory to the Engineer that all payrolls, materials bills and other indebtedness connected with the work under this Agreement to date have been paid. Within twenty days after receipt of such invoice in proper form, Monsanto shall pay to Sauget the amount due for the preceding calendar month.

5. Safety and Miscellaneous Provisions.

(a) Sauget shall strictly comply with all safety provisions set forth in the Specifications. Sauget shall take all other necessary steps and precautions for the safe operation and maintenance of the Landfill. Sauget shall cause all gates in the fences erected on the Leased Property to be closed and securely locked at all times except during such periods as Sauget shall be conducting operations at the Landfill. During the periods in which the gates and fences are unlocked for the conducting of landfill operations, Sauget personnel shall allow entry only to Monsanto personnel and properly authorized third parties.

(b) In operating the Landfill, Sauget shall observe and comply with all applicable Federal, State and local laws and regulations.

MCO 0545886

(c) In operating the Landfill and performing its work under this Agreement, Sauget shall be an independent contractor and shall have complete control of all of its employes and operations. All personnel employed by Sauget shall be employes of Sauget and not of Monsanto, and Monsanto shall have no right to direct or supervise such personnel.

(d) Monsanto and Sauget agree that, in the event of changes in the wage rates of Sauget's personnel or the premature need for replacement of Sauget's equipment employed on the work under this Agreement, either party shall have the right to renegotiate the Price specified herein on the anniversary date of this Agreement by giving to the other party at least thirty days' prior written notice of its desire to renegotiate.

6. Indemnity Provisions. Sauget shall defend, indemnify and hold harmless Monsanto from and against any and all liability, claims, causes of action, suits, judgments, fines, penalties, losses, damages, costs and expenses of whatever kind or character arising out of injuries to or the death of any person or damage to or destruction of any property, caused by or resulting from or connected with (a) the maintenance or operation of the Landfill unless caused by the sole negligence of Monsanto, or (b) other activities of Sauget pursuant to this Agreement.

MCO 0545887

7. Insurance by Sauget. Sauget shall take out and maintain during the term of this Agreement and for such period thereafter as Monsanto shall specify upon termination, the following insurance:

(a) Workmen's Compensation and Occupational Disease Insurance in an amount equal to the limit of liability and in the form prescribed by the laws of Illinois for all of Sauget's employees engaged in work in connection with the operation of the Landfill. To the extent that any such employees are not protected by such a statute, Sauget shall also provide Employer's Liability Insurance in an amount not less than \$500,000 for bodily injury by accident or disease, including death at any time resulting therefrom.

(b) Public Liability Insurance covering claims for injuries to or death of persons or damage to or destruction of property arising from the maintenance or operation of said Landfill, whether such operations be by Sauget or any person directly or indirectly employed by Sauget, and covering liabilities assumed by Sauget pursuant to paragraph 6 above. The amount of such insurance shall be not less than: (i) \$200,000 for injury to, or for the death of, any one person; and, subject to the same limitation for each person, in an amount not less than \$1,000,000 on account of any one occurrence; and (ii) \$200,000 for damage to property on account of each accident.

MCO 0545888

(c) Automobile Public Liability and Property Damage Insurance covering all owned or rented automotive equipment used by Sauget in the performance of this Agreement. Such liability insurance shall be in an amount not less than \$200,000 for injury to, or for the death of, any one person, in an amount not less than \$500,000 on account of any one accident. Property damage limits with respect to such insurance shall be not less than \$50,000 for each accident.

Such insurance shall be in a form satisfactory to Monsanto and Sauget shall furnish to Monsanto certificates of such insurance satisfactory to Monsanto. Each contract of insurance shall contain the following clause:

"No reduction, cancellation or expiration of the policies providing the above coverages shall become effective until ten days from the date written notice is actually given to Mr. R. A. Miller, Purchasing Supervisor, Monsanto Company, W. G. Krummrich Plant, Sauget, Illinois."

All policies of insurance shall be countersigned by a duly authorized and accredited agent, or agents, of the carrier residing in the State of Illinois. All insurance shall be carried with insurance companies which, in the case of mutual companies, have a surplus to policyholders in excess of one million dollars (\$1,000,000) and in the case of stock companies, which have total capital and surplus in excess of one million dollars (\$1,000,000).

MCO 0545889

003178

8. Term and Termination. This Agreement shall commence on January 1, 1973 and shall expire on December 31, 1975 unless sooner terminated. This Agreement may be terminated at any time for any reason by either party giving at least thirty days' written notice to the other party of its intention to terminate. A termination of this Agreement shall not relieve Sauget of its obligations as set forth in paragraphs 6 and 7 above.

9. Prior Negotiations. This Agreement and the Indenture of Lease of even date herewith sets forth the entire agreement of Monsanto and Sauget with respect to the subject matter hereof. This Agreement shall supersede the Agreement dated January 1, 1970 between Monsanto and Sauget and Company. All prior negotiations regarding the subject matter hereof shall be deemed to be merged herein.

IN WITNESS WHEREOF, Sauget and Monsanto have each caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

MONSANTO COMPANY

By R. A. Miller *PSF*

SAUGET AND COMPANY

By Paul Sauget

MCO 0545890

SPECIFICATIONS

OPERATION OF
SANITARY LANDFILL
W. G. KRUMMRICH PLANT
MONSANTO COMPANY
SAUGET, ILLINOIS

dated
January 1, 1973

MCO 0545891

TABLE OF CONTENTS

TITLE

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Section A - Operation of Sanitary Landfill	A-1 thru A-2
Section B - Supplementary Conditions	B-1 thru B-4
Section C - Drawing List	C-1

MCO 0545892

SECTION A

Operation of Sanitary Landfill

1.0 Scope

1.1 The work to be performed is the operation of a Sanitary Landfill on the River Terminal property owned by Monsanto and leased to Sauget by an Indenture of Lease dated as of January 1, 1973.

2.0 Location

2.1 The Landfill is to be located South of Riverview Avenue and East of Monsanto's river front tank farm. This location is as shown on Drawing D-179-G1.

3.0 Equipment

3.1 Sauget shall furnish all equipment necessary for the operation of the Sanitary Landfill. This includes the operation and maintenance of such equipment.

4.0 General Operating Instructions

4.1 The materials to be encountered in the operation of the Landfill will fall within two groups, i.e., solids and liquids. To facilitate unloading operations within the fill site, the groups shall be separated according to group and unloaded in areas designated by the Engineer.

4.2 Liquid materials shall be discharged onto leveled receiving areas approximately 30 feet wide by 120 feet long. These areas shall be enclosed on all four sides by a retaining wall of cover material. The liquid shall then be blended and compacted with sufficient cover material to produce a stable fill. The area shall then be leveled and the retaining walls adjusted to receive the next load of liquid waste.

4.3 Solids, i.e., drummed solids and granular materials, shall be deposited in the designated area, covered and compacted. Drums are to be punctured before compacting into the fill.

4.4 It shall be understood that occasional tests or trials may become necessary as new types of wastes and new methods of operations are introduced. If such tests indicate a revision in operational procedure, the revision will be adopted as directed by the Engineer.

MCO 0545893

4.5 Cover Material. Cover and filling material will be secured from the Krummrich Plant Power Department, Monsanto's J. F. Queeny Plant Power Department or the fly-ash ponds south of Monsanto's present tank farm area. Material will be trucked to the Landfill and stored as directed by the Engineer.

4.6 Appearance and Scavenging. It shall be necessary to keep the Landfill smooth and neat in appearance at all times. No scavenging shall be permitted.

4.7 Fire Protection. Hose lines shall be provided at the Landfill at all times. It shall be necessary to wet down the Landfill to control fires and dust. The hose lines shall be connected to the fire hydrants in the River Terminal Area. During the first year of this Agreement Monsanto will install a temporary water line along the fence line at the west side of the Leased Property to connect to two fire hydrants at the Landfill.

4.8 Use of Landfill. This Landfill shall be operated by Sauget for the sole use of Monsanto.

MCO 0545894

SECTION B

MONSANTO COMPANY

SUPPLEMENTARY CONDITIONS

1.0 Job Site Location

1.1 Monsanto Company, William G. Krummrich Plant, Sauget, Illinois.

2.0 Definitions

2.1 The word "Engineer" as used throughout the Specifications means the individual employed by Monsanto and authorized by Monsanto to represent it on this work.

3.0 Responsibility

3.1 In all operations under the Agreement, Sauget shall respect, adhere to and comply with all local and general ordinances and laws controlling or limiting in any way actions of those engaged upon the work.

3.2 Sauget shall secure and pay for all permits and licenses required by the laws in effect at the time of the execution of the work. Sauget, however, shall notify the Engineer of its intent to secure such permit or license prior to making application to enable Monsanto to determine if such permit or license is actually required under the law.

3.3 Any person employed on the work who shall neglect to obey the regulations imposed by Monsanto or who shall be deemed to be incompetent, or shall be guilty of any disorderly conduct or shall commit any trespass on any public or private property in the vicinity of the work, shall be at once removed from the work by Sauget, when so requested by the Engineer.

3.4 Sauget shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

4.0 Interference with Plant Operation

4.1 Sauget shall confine its activities to the areas set aside for it to do its work and shall not interfere with any of Monsanto's activities. Unless specifically authorized by the Engineer, Sauget's employees are prohibited from entering any plant area except those areas to which they are assigned. Prohibited areas for Sauget's employees include operating departments, washrooms, maintenance shops, offices and cafeterias.

B-1

MCO 0545895

5.0 Cameras

5.1 Both taking of pictures and the possession of a camera in the Plant are prohibited.

6.0 Monsanto Equipment

6.1 Monsanto equipment will not be loaned to Sauget's employees.

7.0 Storage of Material

7.1 The receipt and storage of Sauget's materials (not furnished by Monsanto) will be the responsibility of Sauget. Outdoor storage space will be available to Sauget but it will not be permitted to store material except within the areas indicated on the plans or as directed by the Engineer.

8.0 Telephone

8.1 Telephone service, if desired, must be arranged and paid for by Sauget.

9.0 Toilet Facilities

9.1 Job toilet facilities may be provided by Sauget. These facilities shall be constructed and used in a manner that will not violate any sanitary regulations or cause any inconvenience or nuisance to Monsanto or its employees. The type of toilet facilities provided by Sauget will be subject to the approval of the Engineer. No facilities are available on the River Front Property.

10.0 Water

10.1 Sauget will furnish suitable drinking water for its personnel. Drinking water is not available on the River Front Property.

11.0 Safety

11.1 Sauget shall have read and shall be familiar with the Occupational Safety and Health Act of 1970, as amended, and shall comply fully with all applicable regulations therein during and with respect to its entire performance of this Agreement.

11.2 All work or operations must conform with established Monsanto practices in order to insure the maximum in safety and fire precautions. Information concerning such practices in each area will be secured from the Engineer.

11.3 All safety and security regulations of Monsanto's Wm. G. Krummrich Plant shall be observed without deviation by all of Sauget's employees. Some of these regulations are listed below.

12.0 Smoking

12.1 Smoking is prohibited in the Plant except in designated posted smoking areas at which locations electric lighters are provided. Having possession of matches or lighters is prohibited. At the discretion of Sauget smoking time may be allowed the workmen but they shall extinguish butts in sand buckets or containers provided before leaving the smoking area.

13.0 Aisles and Exits

13.1 Aisles, safety showers, fire equipment, alleys, streets and exits must be kept free of obstructions.

14.0 Excavations; Overhead Work

14.1 Sauget shall provide all guards, barricades, lights, etc., necessary for the safety of Plant operations and personnel.

14.2 All excavations shall be barricaded each time Sauget's workmen quit for the day. Openings, ditches, etc., must be roped off and danger signs placed. Adequate danger lighting must be provided at night.

15.0 Traffic Rules

15.1 The speed limit is 15 M.P.H.

15.2 Vehicles shall stop at all stop signs.

15.3 Vehicle and equipment operators shall observe all railroad crossings and switch signs and follow the instructions on them.

16.0 First Aid

16.1 First aid and emergency treatment for all injuries incurred by Sauget's employees should be received at Monsanto's Dispensary. Sauget shall promptly notify the Engineer of any injury to Sauget's employees and shall assist the Engineer in filling out the Accident Report Form for the Safety Department of Monsanto.

17.0 Fire Protection

17.1 Sauget shall, in all of its operations, conform to all fire regulations in effect for the Wm. G. Krummrich Plant. It shall do no burning, welding, grinding or any other flame or spark-producing operation, operate equipment of any kind or proceed with any work requiring the use of the inflammable substances (such as gasoline, kerosene, paint thinners, or any liquids with closed-cup flashpoint below 110°F.) without first securing a Monsanto fire permit and complying with the conditions and instructions specified thereon. The permits required will be supplied by the Engineer.

17.2 Should a hazardous condition develop in the area, Sauget shall, at the request of any Monsanto employee, stop all cutting, welding or other spark-producing activities.

18.0 Fire

18.1 Sauget shall familiarize all personnel working directly or indirectly for it with the following rules to be followed in case of fire:

18.1.1 To report a fire - go to any plant telephone, dial Station 2000 and give the designation of the building or area in which the fire is located.

18.1.2 If the fire alarm (siren) sounds while personnel are driving in the Plant, they shall pull over to the side of the road and stop.

18.1.3 Visiting at the scene of a fire or accident by personnel other than members of fire or emergency crews is prohibited.

18.1.4 In case of a fire on the job site for which the Fire Department is called, all personnel other than Sauget's supervisors shall immediately leave the area. The supervisors shall keep themselves available to assist the Fire Department.

19.0 Industrial Hazards

19.1 Sauget shall acquaint itself with the industrial hazards, if any, to be encountered in each particular area. Information pertaining to such hazards shall be obtained through the Engineer.

20.0 Pipes

20.1 Process piping shall never be used either to support an individual worker or to support staging. If it becomes necessary for a ladder to be leaned against a pipe to accomplish some work, permission of the Engineer shall first be secured.

21.0 Wiring

21.1 No wiring should be cut without consulting the Engineer. Any wire accidentally broken should be reported immediately to the Engineer or Monsanto's Electrical Foreman.

22.0 Clean-up of Job

22.1 Sauget must keep the area of its work clean and promptly remove any excess materials or equipment.

0 3187

23.0 Use of Intoxicants

23.1 Persons judged to be under the influence of intoxicating beverages will not be admitted into the Plant. The carrying of intoxicating beverages into the Plant is prohibited. Violation of this regulation will result in immediate and permanent removal of the employee from the Plant property.

24.0 Railroad Clearances

24.1 When it is necessary to work adjacent to a switch track care must be taken that equipment and material do not encroach on the clearance area required by law. This is 8'6" on both sides of the track. Overhead clearance is 22'6" above top of the rail. All equipment and materials must be removed from these clearances at the end of each work day unless arrangements have been made to the contrary.

SECTION C

Drawing List

The following drawing has been prepared by Monsanto Industrial Chemicals Company, an operating unit of the Monsanto Company:

<u>DRAWING</u>	<u>REV.</u>	<u>DATE</u>	<u>TITLE</u>
D-179-G1	1	12/15/69	River Terminal Property Topographic Survey for Proposed Waste Dump

MCO 0545900

000139

Monsanto

FROM (NAME & LOCATION): R. A. Miller - JFQ/WGK Purchasing

DATE March 6, 1973

cc W. C. Petty - JFQ

SUBJECT CONTRACT NO. 3-565
1973 LIQUID WASTE DISPOSAL
SAUGET AND COMPANY

24

TO : MESSRS: B. B. Byrne - JFQ
T. W. Dalton - WGK
C. N. Deubner - WGK
M. R. Foresman - WGK
P. F. Gatens - JFQ
J. F. Hart - WGK
P. E. Heisler - WGK
C. P. Ladenberger - JFQ
D. C. Malm - JFQ
R. G. Moody - WGK
A. E. Peterson - JFQ
H. G. Rayfield - WGK
M. T. Schade - JFQ
M. J. Smid - JFQ
L. W. Sprandel - WGK
G. W. Watson - WGK
R. L. Wiese - JFQ
B. R. Williams - WGK

Enclosed is a copy of our 1973-75 three year
"toxic dump" contract with Sauget and Company.
1972 pricing of \$4,100 per month (\$2460 for WGK
and \$1640 for JFQ) remains in effect. If you have
any comments or questions, please call me.

Dick
R. A. Miller

/rs

Encls.

MCO 0615476

K00031

0010
10-10 REV 11-69

MONSANTO

MONSANTO INDUSTRIAL CHEMICALS CO.
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166
Phone: (314) 684-1000

December 29, 1972

Sauget & Company
2700 Monsanto Avenue
Sauget, Illinois

RE: EXTENSION OF LEASE

Gentlemen:

Reference is hereby made to that certain Lease dated January 1, 1970, with a term of three years, between Monsanto Company as Lessor and Sauget & Company as Lessee by which Monsanto leased certain lands situated in the Village of Sauget, County of St. Clair, State of Illinois, bounded on the North by Riverview Avenue; on the East by a 230 KV transmission line of Union Electric Company; on the South by other land of Monsanto and on the West by an existing unimproved road, containing approximately 22 acres and more particularly described in said Lease.

This letter will serve to indicate our agreement to extend the term of the above mentioned Lease for an additional period of three years, expiring on December 31, 1975.

All the other terms, conditions and provisions contained in said Lease shall continue in full force and effect during all of said extended term, unless sooner terminated as provided in paragraph 7 of said Lease.

If this letter properly expresses our agreement with respect to the extension of said Lease, please so indicate by

MCO 0615477

a unit of Monsanto Company

K00032

Monsanto

FROM (NAME & LOCATION): R. A. Miller - JFQ/WGK Purchasing

DATE March 6, 1973

cc W. C. Petty - JFQ

SUBJECT CONTRACT NO. 3-565
1973 LIQUID WASTE DISPOSAL
REFERENCE SAUGET AND COMPANY

24

TO : MESSRS: B. B. Byrne - JFQ
T. W. Dalton - WGK
C. N. Deubner - WGK
M. R. Foresman - WGK
P. F. Gatens - JFQ
J. F. Hart - WGK
P. E. Heisler - WGK
C. P. Ladenberger - JFQ
D. C. Malm - JFQ
R. G. Moody - WGK
A. E. Peterson - JFQ
H. G. Rayfield - WGK
M. T. Schade - JFQ
M. J. Smid - JFQ
L. W. Sprandel - WGK
G. W. Watson - WGK
R. L. Wiese - JFQ
B. R. Williams - WGK

Enclosed is a copy of our 1973-75 three year "toxic dump" contract with Sauget and Company. 1972 pricing of \$4,100 per month (\$2460 for WGK and \$1640 for JFQ) remains in effect. If you have any comments or questions, please call me.

Dick
R. A. Miller

/rs

Encls.

MCO 0615476

K00031

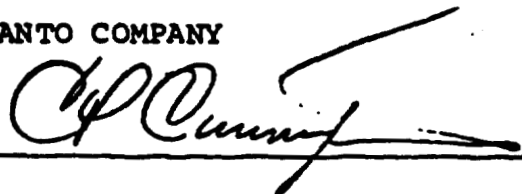
December 29, 1972

signing on the line provided below and by returning a copy
to the writer.

Yours very truly,

MONSANTO COMPANY

BY



pet

Extension Accepted and
Agreed to as of
December 29, 1972:

SAUGET & COMPANY

BY _____

MCO 0615478

K00033

0-3102

AGREEMENT**between****MONSANTO COMPANY****and****SAUGET AND COMPANY****DATED****January 1, 1973****for****Sanitary Landfill****W. G. Krummrich Plant****Sauget, Illinois****MCO 0615479****K00034**

WASTE DISPOSAL AGREEMENT

This Agreement made and entered into as of the first day of January, 1973, by and between MONSANTO COMPANY, a Delaware corporation, of St. Louis, Missouri (hereinafter called "Monsanto"), and SAUGET AND COMPANY, a Delaware corporation, of 2700 Monsanto Avenue, Sauget, Illinois (hereinafter called "Sauget"),

WITNESSETH:

WHEREAS, by an Indenture of Lease dated January 1, 1970, extended by letter agreement dated December 29, 1972, Sauget has leased from Monsanto a tract of land of approximately twenty-two acres located near the east bank of the Mississippi River in the Village of Sauget, Illinois (hereinafter called the "Leased Property"); and

WHEREAS, Sauget proposes to operate on the Leased Property a sanitary landfill (hereinafter called the "Landfill") to provide for the disposal of certain chemical waste materials of Monsanto;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for good and valuable other consideration, Monsanto and Sauget hereby agree as follows:

MCO 0615480

K00035

1. Operation of Landfill. Sauget shall operate the Landfill on the Leased Property in accordance with the procedures, terms and provisions set forth in the Specifications attached hereto and made a part hereof. Monsanto, at its own expense, shall arrange for the trucking of the chemical wastes from its chemical plants to the site of the Landfill, and for the unloading of such wastes at the Landfill. In disposing of material in said Landfill, Monsanto and all third parties employed by it for such purposes shall comply with all provisions of this Agreement. In the event of any breach of such provisions by any third party, Sauget shall notify Monsanto which shall not thereafter use or employ such third party. Sauget shall furnish and provide all labor and other personnel and all materials and equipment necessary for the proper operation of the Landfill. Monsanto shall notify Sauget of the Monsanto employe (hereinafter called the "Engineer") who is authorized to represent Monsanto under this Agreement.

2. Scavenging Forbidden. Under no circumstances shall any materials or containers which have been delivered to the Landfill by Monsanto for disposal be scavenged or retrieved for reuse or resale. Sauget covenants that it will use its best efforts to assure that this prohibition is reasonably implemented.

3. Price. In full payment for Sauget's entire performance of its work under this Agreement, Monsanto shall pay to Sauget each month the sum of Four Thousand One Hundred Dollars (\$4,100.00).

MCO 0615481

K00036

4. Payment Procedure. Invoices for the monthly payment shall be submitted to the Engineer by Sauget on or about the first day of each month. The invoices shall be in such form and supported by such evidence as the Engineer may direct, including evidence satisfactory to the Engineer that all payrolls, materials bills and other indebtedness connected with the work under this Agreement to date have been paid. Within twenty days after receipt of such invoice in proper form, Monsanto shall pay to Sauget the amount due for the preceding calendar month.

5. Safety and Miscellaneous Provisions.

(a) Sauget shall strictly comply with all safety provisions set forth in the Specifications. Sauget shall take all other necessary steps and precautions for the safe operation and maintenance of the Landfill. Sauget shall cause all gates in the fences erected on the Leased Property to be closed and securely locked at all times except during such periods as Sauget shall be conducting operations at the Landfill. During the periods in which the gates and fences are unlocked for the conducting of landfill operations, Sauget personnel shall allow entry only to Monsanto personnel and properly authorized third parties.

(b) In operating the Landfill, Sauget shall observe and comply with all applicable Federal, State and local laws and regulations.

WCB 0615482

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(d) Monsanto and Sauget agree that, in the event of changes in the wage rates of Sauget's personnel or the premature need for replacement of Sauget's equipment employed on the work under this Agreement, either party shall have the right to renegotiate the Price specified herein on the anniversary date of this Agreement by giving to the other party at least thirty days' prior written notice of its desire to renegotiate.

6. Indemnity Provisions. Sauget shall defend, indemnify and hold harmless Monsanto from and against any and all liability, claims, causes of action, suits, judgments, fines, penalties, losses, damages, costs and expenses of whatever kind or character arising out of injuries to or the death of any person or damage to or destruction of any property, caused by or resulting from or connected with (a) the maintenance or operation of the Landfill unless caused by the sole negligence of Monsanto, or (b) other activities of Sauget pursuant to this Agreement.

MCO 0615483

K00038

EPA/CEPRO COPPER/EIL/PCB ATTORNEY WORK PRODUCT / ATTORNEY CLIENT PRIVILEGE

0010

7. Insurance by Sauget. Sauget shall take out and maintain during the term of this Agreement and for such period thereafter as Monsanto shall specify upon termination, the following insurance:

(a) Workmen's Compensation and Occupational Disease Insurance in an amount equal to the limit of liability and in the form prescribed by the laws of Illinois for all of Sauget's employees engaged in work in connection with the operation of the Landfill. To the extent that any such employees are not protected by such a statute, Sauget shall also provide Employer's Liability Insurance in an amount not less than \$500,000 for bodily injury by accident or disease, including death at any time resulting therefrom.

(b) Public Liability Insurance covering claims for injuries to or death of persons or damage to or destruction of property arising from the maintenance or operation of said Landfill, whether such operations be by Sauget or any person directly or indirectly employed by Sauget, and covering liabilities assumed by Sauget pursuant to paragraph 6 above. The amount of such insurance shall be not less than: (i) \$200,000 for injury to, or for the death of, any one person; and, subject to the same limitation for each person, in an amount not less than \$1,000,000 on account of any one occurrence; and (ii) \$200,000 for damage to property on account of each accident.

MCO 0615484

K00039

(c) Automobile Public Liability and Property Damage Insurance covering all owned or rented automotive equipment used by Sauget in the performance of this Agreement. Such liability insurance shall be in an amount not less than \$200,000 for injury to, or for the death of, any one person, in an amount not less than \$500,000 on account of any one accident. Property damage limits with respect to such insurance shall be not less than \$50,000 for each accident.

Such insurance shall be in a form satisfactory to Monsanto and Sauget shall furnish to Monsanto certificates of such insurance satisfactory to Monsanto. Each contract of insurance shall contain the following clause:

"No reduction, cancellation or expiration of the policies providing the above coverages shall become effective until ten days from the date written notice is actually given to Mr. R. A. Miller, Purchasing Supervisor, Monsanto Company, W. G. Krummrich Plant, Sauget, Illinois."

All policies of insurance shall be countersigned by a duly authorized and accredited agent, or agents, of the carrier residing in the State of Illinois. All insurance shall be carried with insurance companies which, in the case of mutual companies, have a surplus to policyholders in excess of one million dollars (\$1,000,000) and in the case of stock companies, which have total capital and surplus in excess of one million dollars (\$1,000,000).

MCO 0615485

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8. Term and Termination. This Agreement shall commence on January 1, 1973 and shall expire on December 31, 1975 unless sooner terminated. This Agreement may be terminated at any time for any reason by either party giving at least thirty days' written notice to the other party of its intention to terminate. A termination of this Agreement shall not relieve Sauget of its obligations as set forth in paragraphs 6 and 7 above.

9. Prior Negotiations. This Agreement and the Indenture of Lease of even date herewith sets forth the entire agreement of Monsanto and Sauget with respect to the subject matter hereof. This Agreement shall supersede the Agreement dated January 1, 1970 between Monsanto and Sauget and Company. All prior negotiations regarding the subject matter hereof shall be deemed to be merged herein.

IN WITNESS WHEREOF, Sauget and Monsanto have each caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

MONSANTO COMPANY

By R. A. Miller 18

SAUGET AND COMPANY

By Paul Sauget

MCO 0615486

K00041

SPECIFICATIONS

OPERATION OF
SANITARY LANDFILL
W. G. KRUMMRICH PLANT
MONSANTO COMPANY
SAUGET, ILLINOIS

dated

January 1, 1973

MCO 0615487

K00042

TABLE OF CONTENTS

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MCO 0615488

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SECTION A

Operation of Sanitary Landfill

1.0 Scope

1.1 The work to be performed is the operation of a Sanitary Landfill on the River Terminal property owned by Monsanto and leased to Sauget by an Indenture of Lease dated as of January 1, 1973.

2.0 Location

2.1 The Landfill is to be located South of Riverview Avenue and East of Monsanto's river front tank farm. This location is as shown on Drawing D-179-G1.

3.0 Equipment

3.1 Sauget shall furnish all equipment necessary for the operation of the Sanitary Landfill. This includes the operation and maintenance of such equipment.

4.0 General Operating Instructions

4.1 The materials to be encountered in the operation of the Landfill will fall within two groups, i.e., solids and liquids. To facilitate unloading operations within the fill site, the groups shall be separated according to group and unloaded in areas designated by the Engineer.

4.2 Liquid materials shall be discharged onto leveled receiving areas approximately 30 feet wide by 120 feet long. These areas shall be enclosed on all four sides by a retaining wall of cover material. The liquid shall then be blended and compacted with sufficient cover material to produce a stable fill. The area shall then be leveled and the retaining walls adjusted to receive the next load of liquid waste.

4.3 Solids, i.e., drummed solids and granular materials, shall be deposited in the designated area, covered and compacted. Drums are to be punctured before compacting into the fill.

4.4 It shall be understood that occasional tests or trials may become necessary as new types of wastes and new methods of operations are introduced. If such tests indicate a revision in operational procedure, the revision will be adopted as directed by the Engineer.

MCO 0615489

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4.5 Cover Material. Cover and filling material will be secured from the Krumirich Plant Power Department, Monsanto's J. F. Queeny Plant Power Department or the fly-ash ponds south of Monsanto's present tank farm area. Material will be trucked to the Landfill and stored as directed by the Engineer.

4.6 Appearance and Scavenging. It shall be necessary to keep the Landfill smooth and neat in appearance at all times. No scavenging shall be permitted.

4.7 Fire Protection. Hose lines shall be provided at the Landfill at all times. It shall be necessary to wet down the Landfill to control fires and dust. The hose lines shall be connected to the fire hydrants in the River Terminal Area. During the first year of this Agreement Monsanto will install a temporary water line along the fence line at the west side of the Leased Property to connect to two fire hydrants at the Landfill.

4.8 Use of Landfill. This Landfill shall be operated by Sauget for the sole use of Monsanto.

MCO 0615490

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SECTION B

MONSANTO COMPANY

SUPPLEMENTARY CONDITIONS

1.0 Job Site Location

1.1 Monsanto Company, William G. Krummrich Plant, Sauget, Illinois.

2.0 Definitions

2.1 The word "Engineer" as used throughout the Specifications means the individual employed by Monsanto and authorized by Monsanto to represent it on this work.

3.0 Responsibility

3.1 In all operations under the Agreement, Sauget shall respect, adhere to and comply with all local and general ordinances and laws controlling or limiting in any way actions of those engaged upon the work.

3.2 Sauget shall secure and pay for all permits and licenses required by the laws in effect at the time of the execution of the work. Sauget, however, shall notify the Engineer of its intent to secure such permit or license prior to making application to enable Monsanto to determine if such permit or license is actually required under the law.

3.3 Any person employed on the work who shall neglect to obey the regulations imposed by Monsanto or who shall be deemed to be incompetent, or shall be guilty of any disorderly conduct or shall commit any trespass on any public or private property in the vicinity of the work, shall be at once removed from the work by Sauget, when so requested by the Engineer.

3.4 Sauget shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

4.0 Interference with Plant Operation

4.1 Sauget shall confine its activities to the areas set aside for it to do its work and shall not interfere with any of Monsanto's activities. Unless specifically authorized by the Engineer, Sauget's employees are prohibited from entering any plant area except those areas to which they are assigned. Prohibited areas for Sauget's employees include operating departments, washrooms, maintenance shops, offices and cafeterias.

B-1

MCO 0615491

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5.0 Cameras

5.1 Both taking of pictures and the possession of a camera in the Plant are prohibited.

6.0 Monsanto Equipment

6.1 Monsanto equipment will not be loaned to Sauget's employees.

7.0 Storage of Material

7.1 The receipt and storage of Sauget's materials (not furnished by Monsanto) will be the responsibility of Sauget. Outdoor storage space will be available to Sauget but it will not be permitted to store material except within the areas indicated on the plans or as directed by the Engineer.

8.0 Telephone

8.1 Telephone service, if desired, must be arranged and paid for by Sauget.

9.0 Toilet Facilities

9.1 Job toilet facilities may be provided by Sauget. These facilities shall be constructed and used in a manner that will not violate any sanitary regulations or cause any inconvenience or nuisance to Monsanto or its employees. The type of toilet facilities provided by Sauget will be subject to the approval of the Engineer. No facilities are available on the River Front Property.

10.0 Water

10.1 Sauget will furnish suitable drinking water for its personnel. Drinking water is not available on the River Front Property.

11.0 Safety

11.1 Sauget shall have read and shall be familiar with the Occupational Safety and Health Act of 1970, as amended, and shall comply fully with all applicable regulations therein during and with respect to its entire performance of this Agreement.

11.2 All work or operations must conform with established Monsanto practices in order to insure the maximum in safety and fire precautions. Information concerning such practices in each area will be secured from the Engineer.

11.3 All safety and security regulations of Monsanto's Wm. G. Krummrich Plant shall be observed without deviation by all of Sauget's employees. Some of these regulations are listed below.

B-2

MCO 0615492

K00047

12.0 Smoking

12.1 Smoking is prohibited in the Plant except in designated posted smoking areas at which locations electric lighters are provided. Having possession of matches or lighters is prohibited. At the discretion of Sauget smoking time may be allowed the workmen but they shall extinguish butts in sand buckets or containers provided before leaving the smoking area.

13.0 Aisles and Exits

13.1 Aisles, safety showers, fire equipment, alleys, streets and exits must be kept free of obstructions.

14.0 Excavations; Overhead Work

14.1 Sauget shall provide all guards, barricades, lights, etc., necessary for the safety of Plant operations and personnel.

14.2 All excavations shall be barricaded each time Sauget's workmen quit for the day. Openings, ditches, etc., must be roped off and danger signs placed. Adequate danger lighting must be provided at night.

15.0 Traffic Rules

15.1 The speed limit is 15 M.P.H.

15.2 Vehicles shall stop at all stop signs.

15.3 Vehicle and equipment operators shall observe all railroad crossings and switch signs and follow the instructions on them.

16.0 First Aid

16.1 First aid and emergency treatment for all injuries incurred by Sauget's employes should be received at Monsanto's Dispensary. Sauget shall promptly notify the Engineer of any injury to Sauget's employes and shall assist the Engineer in filling out the Accident Report Form for the Safety Department of Monsanto.

17.0 Fire Protection

17.1 Sauget shall, in all of its operations, conform to all fire regulations in effect for the Wm. G. Krummrich Plant. It shall do no burning, welding, grinding or any other flame or spark-producing operation, operate equipment of any kind or proceed with any work requiring the use of the inflammable substances (such as gasoline, kerosene, paint thinners, or any liquids with closed-cup flashpoint below 110°F.) without first securing a Monsanto fire permit and complying with the conditions and instructions specified thereon. The permits required will be supplied by the Engineer.

17.2 Should a hazardous condition develop in the area, Sauget shall, at the request of any Monsanto employee, stop all cutting, welding or other spark-producing activities.

18.0 Fire

18.1 Sauget shall familiarize all personnel working directly or indirectly for it with the following rules to be followed in case of fire:

18.1.1 To report a fire - go to any plant telephone, dial Station 2000 and give the designation of the building or area in which the fire is located.

18.1.2 If the fire alarm (siren) sounds while personnel are driving in the Plant, they shall pull over to the side of the road and stop.

18.1.3 Visiting at the scene of a fire or accident by personnel other than members of fire or emergency crews is prohibited.

18.1.4 In case of a fire on the job site for which the Fire Department is called, all personnel other than Sauget's supervisors shall immediately leave the area. The supervisors shall keep themselves available to assist the Fire Department.

19.0 Industrial Hazards

19.1 Sauget shall acquaint itself with the industrial hazards, if any, to be encountered in each particular area. Information pertaining to such hazards shall be obtained through the Engineer.

20.0 Pipes

20.1 Process piping shall never be used either to support an individual worker or to support staging. If it becomes necessary for a ladder to be leaned against a pipe to accomplish some work, permission of the Engineer shall first be secured.

21.0 Wiring

21.1 No wiring should be cut without consulting the Engineer. Any wire accidentally broken should be reported immediately to the Engineer or Monsanto's Electrical Foreman.

22.0 Clean-up of Job

22.1 Sauget must keep the area of its work clean and promptly remove any excess materials or equipment.

23.0 Use of Intoxicants

23.1 Persons judged to be under the influence of intoxicating beverages will not be admitted into the Plant. The carrying of intoxicating beverages into the Plant is prohibited. Violation of this regulation will result in immediate and permanent removal of the employe from the Plant property.

24.0 Railroad Clearances

24.1 When it is necessary to work adjacent to a switch track care must be taken that equipment and material do not encroach on the clearance area required by law. This is 8'6" on both sides of the track. Overhead clearance is 22'6" above top of the rail. All equipment and materials must be removed from these clearances at the end of each work day unless arrangements have been made to the contrary.

MCO 0615495

B-5

K00050

SECTION C

Drawing List

The following drawing has been prepared by Monsanto Industrial Chemicals Company, an operating unit of the Monsanto Company:

<u>DRAWING</u>	<u>REV.</u>	<u>DATE</u>	<u>TITLE</u>
D-179-G1	1	12/15/69	River Terminal Property Topographic Survey for Proposed Waste Dump

MCO 0615496

K00051

Monsanto

MONSANTO CHEMICAL INTERMEDIATES CO.
Sauget, Illinois 62201
Phone: (618) 271-5835

24

May 19, 1978

Mr. Paul Sauget
Sauget & Company
2700 Monsanto Avenue
Sauget, Illinois 62201

Dear Paul:

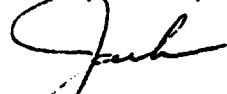
This letter is to give you thirty (30) days notification of our intentions to terminate the terms and conditions of Contract 02-03-0565.

As you are aware we have discussed the forthcoming plans to close the W. G. Krummrich Plant's sanitary landfill operated by your company under the above contract. We expect field work to begin within the next month.

We do request that upon receipt of verbal notification from Mr. Frank Basile that you shift the total hauling and disposal of cinders from Monsanto's W. G. Krummrich Plant and its J. F. Queeny Plant to your sanitary landfill. This is consistent with the terms of Contract 02-03-0563 for disposal.

We discussed the possibilities that there will be some changes in our general direction on use of landfills very shortly. Will plan to keep you advised as these directions change. We are continuing to work with our CED personnel concerning the WGK sanitary landfill to see if we can extend the use for another few months.

Very truly yours,


Jack W. Molloy
Plant Manager

ap

cc: ~~F. J. Basile~~ - WGK Plant
P. E. Heisler - WGK Plant
D. M. Francisco - WGK Plant

MCO 0545859

a unit of Monsanto Company

EPA/CEPRO COPPER/EIL/PCB ATTORNEY WORK PRODUCT / ATTORNEY CLIENT PRIVILEGE

00011

Continued

(2)

Acetic Acid

Muratic Acid

Monochloroacetic Acid

- 3) Wagner's modus operandi prior to the Federal Water and Pollution Control Act of 1972 (which is just now being promulgated) up to 1975 was "unregulated". He used dirt-excavated settling-ponds whereby Wagner flushed trailers during cleaning to the ponds which "disrupted" into the soil. — The Resource Conservation & Recovery Act of 1976 is just now in its final stages which will regulate disposition of industrial wastes. This all occurred pre-1975.
- 4) Ryan Transport Corporation Bought Wagner's Hauling (Des Moines Iowa Based Company) Right, some trailers and the Sheds & grounds at the QUENY AVE location. They have not used these grounds. What little business they've had in the locale, has been serviced from Wood River, Ill.
- 5) During 1977-8 WCK sent all PCB product data (Books, etc) to G.O. Legal.

D. Mayer

WCK 1110996

002313

Confidential

9/18/80

27

(1)

Paul Heister

Your Request On
Herold Wagner & Co.
Background 9/17/80

You requested any background I could recall on Herold Wagner Trucking Company prior to his exit from business in 1975 when Ruan Transportation Corporation purchased his properties.

HIGHLIGHTS: (Memory/Not-Record)

- (1) Wagner Trucking started bulk tank truck hauling Acids for Monsanto about 1955. Shortly thereafter he purchased the current Wagner site (now owned by Ruan), bordering Quarry Ave and "Dead Creek".
- (2) Over the next 20 yrs. (until 1974-75) Wagner hauled the following WCK products

Sulfuric Acid

Oleum

Chlorosulfonic Acid

PCl₃

POCl₃

Biphenyl

Aroclors / Pyranols

Phosphoric Acid

Phenol

Alkyl Benzene (Surfactant products)

Petroleum Additives

CAC (Chloro Acetyl Chloride)

WCK 1110995

**EPA/CERRO COPPER/EIL/PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE**

INSURANCE COVERAGE LITIGATION

[illegible]

ALL BOARD MEMBERS RECEIVED COPIES

ORIGINAL

State of Illinois)
) SS
County of St. Clair)

FEB 23 1971

BEFORE THE POLLUTION CONTROL BOARD
OF THE STATE OF ILLINOIS

POLLUTION CONTROL BOARD

Environmental Protection Agency)

vs.)

Sauget & Company)

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

NO. PCB 71-29

NOTICE

TO: Mr. Paul Sauget
Sauget & Company
2902 Monsanto Avenue
Sauget, Illinois

You are hereby notified of the filing of the attached Complaint
with the Pollution Control Board of the State of Illinois.

You are further notified that you will be required to attend a
hearing at a date to be set by the Pollution Control Board, at which
time you will be required to answer the allegations of the attached
Complaint.

ENVIRONMENTAL PROTECTION AGENCY
By: William J. Scott, Attorney General

By: Jim D. Lechner, Assistant Attorney General

MONSANTO INSURANCE COMPANY LITIGATION

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

EPA / CERRO COPPER / EIL / PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

ME 0000557

EPA/CERRO COPPER/EIL/PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

MEQ 0000558

MATERIAL: MONSANTO
USE COVERAGE LITIGATION

ALL BOARD MEMBERS RECEIVED COPIES

CR

State of Illinois)
) SS
County of St. Clair)

BEFORE THE POLLUTION CONTROL BOARD
OF THE STATE OF ILLINOIS

MONSANTO INSURANCE COMPANY LITIGATION:

Environmental Protection Agency)

vs.)

Sauget & Company)

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

COMPLAINT

The ENVIRONMENTAL PROTECTION AGENCY, by William J. Scott, Attorney General, complaining of SAUGET & COMPANY, states:

1) Before, on and since November 30, 1970, SAUGET & COMPANY has allowed open dumping at its solid waste disposal site in violation of Section 21(a) & (b) of the Environmental Protection Act (hereinafter "Act") and Rule 3.04 of the Rules and Regulations for Refuse Disposal Sites and Facilities (hereinafter "Land Rules"), effective pursuant to Section 49(c) of the Act.

2) Since November 30, 1970, SAUGET & COMPANY has allowed open burning at its waste disposal site in violation of Rule 3.03 of the Land Rules and Section 4(c) of the Act.

3) Since November 30, 1970, SAUGET & COMPANY has had no adequate fence at its waste disposal site in violation of Rule 4.03(a) of the Land Rules, effective pursuant to Section 49(c) of the Act.

4) Since November 30, 1970, SAUGET & COMPANY has had no proper shelter at its solid waste disposal site in violation of Rule 4.03(c) of the Land Rules, effective pursuant to Section 49(c) of the Act.

5) Since November 30, 1970, SAUGET & COMPANY has operated its

HMS001847

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION.

MONSANTO INSURANCE COMPANY LITIGATION:

-2- MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK PRODUCT DOCTRINE.

solid waste disposal site without adequate provisions for fire protection in violation of Rule 4.04 of the Land Rules, effective pursuant to Section 49(c) of the Act.

6) Since November 30, 1970, SAUCET & COMPANY has allowed unsupervised unloading with no portable fences available and improper policing of the area in violation of Rule 5.04 of the Land Rules, effective pursuant to Section 49(c) of the Act.

7) Since November 30, 1970, SAUCET & COMPANY has not been spreading and compacting the refuse as it is admitted at its solid waste disposal site in violation of Rule 5.06 of the Land Rules, effective pursuant to Section 49(c) of the Act.

8) Since November 30, 1970, SAUCET & COMPANY has operated its solid waste disposal site without covering the refuse at the end of the working day in violation of Rule 5.07(a) of the Land Rules, effective pursuant to Section 49(c) of the Act.

9) Since November 30, 1970, SAUCET & COMPANY has disposed liquids and hazardous materials without prior approval from the department in violation of Rule 5.08 of the Land Rules, effective pursuant to Section 49(c) of the Act.

10) Since November 30, 1970, SAUCET & COMPANY has operated their sanitary landfill operation without insect and rodent control in violation of Rule 5.09 of the Land Rules, effective pursuant to Section 49(c) of the Act.

11) Since November 30, 1970, SAUCET & COMPANY has permitted unsanitary salvage operations in violation of Rule 5.10(a) of the Land Rules, effective pursuant to Section 49(c) of the Act.

12) Since November 30, 1970, SAUCET & COMPANY has permitted salvage operations near the face of the fill in violation of Rule 5.10(b) of the Land Rules, effective pursuant to Section 49(c) of the Act.

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EPA/CERRO COPPER/EIL/PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

13) Since November 30, 1970, SAUCET & COMPANY has been dumping refuse over a large impractical area at its solid waste disposal site in violation of Rule 5.03 of the Land Rules, effective pursuant to Section 49(c) of the Act.

14) Since November 30, 1970, SAUCET & COMPANY has permitted the salvage operations to interfere and delay the fill operation in violation of Rule 5.10(c) of Land Rules, effective pursuant to Section 49(c) of the Act.

15) Since November 30, 1970, SAUCET & COMPANY has allowed salvage materials to remain at the site in violation of Rule 5.10(d) of Land Rules, effective pursuant to Section 49(c) of the Act.

16) Since November 30, 1970, SAUCET & COMPANY has allowed scavenging operations in violation of Rule 5.12(a) of the Land Rules, effective pursuant to Section 49(c) of the Act.

17) Since November 30, 1970, SAUCET & COMPANY has permitted feeding farm or domestic animals in violation of Rule 5.12(b) of the Land Rules, effective pursuant to Section 49(c) of the Act.

WHEREFORE (a) The ENVIRONMENTAL PROTECTION AGENCY asks that a date be set for a hearing, not less than 21 days from the date of service of this Complaint, before a hearing officer designated by the Board, at which time SAUCET & COMPANY be required to answer the allegations of this Complaint.

(b) The ENVIRONMENTAL PROTECTION AGENCY asks for:

(1) the entry of an order directing SAUCET & COMPANY to cease and desist the aforesaid violations; and (2) the assessment of a penalty in the amount of \$10,000 plus \$1,000 for each day such violation shall be

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

HEB 0000560

HMSQ01849

EPA/CERRO COPPER/EIL/PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

shown to have continued.

ENVIRONMENTAL PROTECTION AGENCY
BY: William J. Scott, Attorney General

Jim D. Keshner
by: Jim D. Keshner
Assistant Attorney General

William J. Scott, Attorney General
Attorney for Complainant
Jim D. Keshner, Assistant Attorney
General of Counsel
Supreme Court Building
Springfield, Illinois 62706
217/544-4871

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL.
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

HED 0000561

HMS001850

EPA/CERRO COPPER/EIL/PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

ILLINOIS POLLUTION CONTROL BOARD

NOTICE OF HEARING

Public notice is hereby given that the Pollution Control Board will hold a public hearing at 9:30 a.m. on April 13, 1971, at the Sauget Village Hall, 2897 Monsanto Avenue, Sauget, Illinois, in the matter of EPA v. Mr. Paul Sauget of Sauget and Company, PCB71-29

**PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION**

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

EPA / CERRO COPPER / EIL / PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

MEB 0000363



**PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION**

STATE OF ILLINOIS
POLLUTION CONTROL BOARD
189 WEST MADISON STREET SUITE 900
CHICAGO, ILLINOIS 60602

TELEPHONE
312-793-3810

DAVID P. CURRIE, CHAIRMAN
SAMUEL R. ALDRICH
JACOB D. DUMELLE
RICHARD J. KISSEL
SAMUEL T. LAWTON, JR.

MONSANTO INSURANCE COMPANY LITIGATION:

March 16, 1971

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

Classified Advertising Department
East St. Louis Centreville News
East St. Louis, Illinois

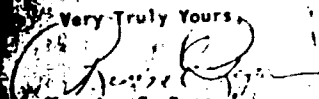
Gentlemen:

Please publish the enclosed notice one day only as soon as possible.

Enclosed please find a Voucher Form. This Form must be signed in the box marked "Seller's Certification" and returned to us with your bill and Certificate of Publication so we can process this for payment.

Thanking you in advance for your cooperation.

Very Truly Yours,


Regina E. Ryan
Clerk of the Board

REK:md

Encls.

HEB 0000562

EPA/CERRO COPPER/EIL/PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

223300

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION RANDU

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

STANLEY L. LIND
ATTORNEY AT LAW
162 No. Clinton St.
Chicago, Illinois 60609

From: David P. Currie
Chairman, Pollution Control Board

Hearing Officer S.L. Lind

Date: March 11, 1971

Docket No. PCB71-29 EPA v. Mr. Paul Sauguet d/b/a Sauguet Co.

Date filed February 26, 1971

You have been designated Hearing Officer in the above-captioned case.
Attached are copies of the formal documents filed and correspondence
received as of this date.

Please inform the Clerk of the Board within FIVE days of the location
and date of the hearing. The hearing must be held in the county of
the violation and must be held no sooner than 35 days after we receive
your notice (this will enable us to arrange for the proper 21 day
newspaper notice to the parties and the public). However, in no event
should the hearing be held later than 60 days after the case is filed.

HEARING DATE AND TIME APRIL 13, 1971 9:30 AM

HEARING PLACE Sauguet Village Hall 2897 N. Sauguet Ave. 62206

Hearing Officer's Signature Stanley L. Lind

Date Mar. 15, 1971

I have enclosed other papers for your information. Please return the
original of this form as soon as you have established a hearing date
and have reserved a hearing location to Miss Regina Ryan (793-3623)
and she will arrange for newspaper notice (c.c. will be sent to you)
and the Court Reporting Service.

NOTE: Enclosed you will find 2 copies of the Procedural Rules. Mail
ONE COPY to Petitioner or Respondent immediately. You are also
responsible to send notice of hearing place, date & time to
petitioner or respondent and a copy of same to the Clerk.

HED 0000564

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

STANLEY L. LIND
ATTORNEY AT LAW
162 No. Clinton St.
Chicago, Illinois 60606

March 16, 1971

Mr. Paul Sauget
d/b/a Sauget and Company
2902 Monsanto Avenue
Sauget, Illinois. 62206.

Dear Mr. Sauget:

In re: Environmental Protection Agency
vs.
Paul Sauget d/b/a Sauget & Co.
Docket No. PCB71-29.

Confirming our telephone conversation of today, this is to
verify the fact that the hearing in the above-captioned
case will be held as follows:

April 13, 1971 at 9:30 a.m.

Sauget Village Hall
2897 Monsanto Avenue
Sauget, Illinois. 62206.

Enclosed is a copy of the Rules and Regulations of the
Pollution Control Board.

Very truly yours,

Stanley L. Lind

Hearing Officer.

sll/eb.
Encl.-I.

Copy to:
Clerk, Pollution Control Board,
Chicago, Illinois.

HED 0000565

EPA/CERRO COPPER/EIL/PCB
ATTORNEY WORK PRODUCT
ATTORNEY-CLIENT PRIVILEGE

EPA/CERRO COPPER/EIL/PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION



STATE OF ILLINOIS
POLLUTION CONTROL BOARD
189 WEST MADISON STREET SUITE 900
CHICAGO, ILLINOIS 60602

DAVID P. CURRIE, CHAIRMAN
SAMUEL R. ALDRICH
JACOB D. DUMELLE
RICHARD J. KISSEL
SAMUEL T. LAWTON, JR.

TELEPHONE
312-793-3020

Attorney General William J. Scott
169 N. LaSalle Street
Chicago, Illinois

Dear Sir:

On May 26, 1971, the Illinois Pollution Control
Board entered an order in the case entitled EPA v. Saunet & Co.
and captioned PCB PCB71-29.
Imposing a monetary penalty in the amount of \$ \$1,000.

Unless you receive instructions from this office to the
contrary within thirty-five days of the date of the entry of
the order, you are requested to take whatever legal steps are
necessary, including the initiation of suit, to recover the
said amount.

Very truly yours,

David P. Currie
Chairman

DPC:je

CC: Mr. David C. Landgraf

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL.
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

REC 0000566

HEB 0000567

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.



PROTECTED MATERIAL: NORMAN WILLIAM SCOTT, JR.
INSURANCE COVERAGE LITIGATION
STATE OF ILLINOIS

RECEIVED
JUN 12 1991

POLLUTION CONTROL BOARD

Mr. Fred Williamson
Manager, Legal Services
Bureau of Legal Services
Environmental Protection
2300 Churchill Road
Springfield, Illinois 62761

Dear Fred:
I have received a letter from the Pollution Control Board to take adverse action against my firm to collect the penalty of \$1,000.00 imposed in this case. Please advise me to the Board of the family relocation. Also, please advise me if any lines or non-compliance has been observed as to the other provisions of the Order entered by the Board.

Very truly yours,
James I. Mahan

PCB:lr
cc: Regina Ryan
James I. Mahan

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

WAGNER, CONNER, FERGUSON, BERTRAND & BAKER
ATTORNEYS AT LAW

HAROLD G. BAKER, JR.
LEON H. GALT, JR.
PAUL WILSON
FRANK D. CONNER
JOHN H. FERGUSON
BERNARD B. BERTRAND
HAROLD G. BAKER, JR.
JOHN D. BAKER
PAUL H. BERTRAND, JR.
ROBERT W. BERTRAND

SUITE 400
ST. CLAIR NATIONAL BANK BUILDING
200 SOUTH CHURCH STREET
MELLEVILLE, ILLINOIS 60061
ATTN: 1100 LAUREL 5-0000
STL 1100

June 11, 1971

The Honorable Regina E. Ryan, Clerk
Illinois Pollution Control Board
Suite 900
189 West Madison Street
Chicago, Illinois 60602

RECEIVED

POLLUTION CONTROL BOARD

Re: EPA v. Sauget & Company
(PCB 71-29)

Dear Madam Clerk:

In compliance with the provisions of paragraph 8 of the Order entered on May 26, 1971, we enclose herewith the original and nine (9) copies of the letter of The Monsanto Company dated June 3, 1971.

We are also sending a copy hereof and three (3) copies of the enclosure to the Director of EPA.

We are also sending a copy hereof and of the enclosure to Legal Bureau Chief Scheuneman of EPA and to Environmental Control Division Chief Keehner of the Attorney General's office and to Special Assistant General Kaucher.

Respectfully yours,

Harold G. Baker, Jr.

HCBjr/bb

HAROLD G. BAKER, JR.

cc: Paul Sauget
P. E. Heisler
Director - EPA
Thomas Scheuneman
James Keehner
Robert F. Kaucher

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE

MED 0000568

EPA/CERRO COPPER/EIL/PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION



MONSANTO INSURANCE COMPANY LITIGATION
JULY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

STATE OF ILLINOIS
POLLUTION CONTROL BOARD
189 WEST MADISON STREET SUITE 900
CHICAGO, ILLINOIS 60602

TELEPHONE
312-193-3620

DAVID P. CURRIE, CHAIRMAN
SAMUEL R. ALDRICH
JACOB D. DUMELLE
RICHARD J. KISSEL
SAMUEL T. LAWTON, JR.

July 9, 1971

Mr. P. E. Heisler, Director
Environmental Control
Monsanto Company
Sauget, Illinois 62201

Dear Mr. Heisler:

Thank you for supplying further information on the test wells
at Sauget's liquid disposal area per my request of June 22, 1971.
The map appears to indicate the location of the wells adequately.

I still have some concern about possible pollution of the Missi-
ssippi River by chemicals leaching from the disposal area. As
you indicate, two of the wells are only about 75 feet from the
foot of the river bank. It seems to me that when such a well
indicates a rise in a chemical constituent and further dumping
is suspended, continued leaching might allow the chemical to
reach the river. Would it not be desirable to place additional
test wells at a distance intermediate between the present wells
and the boundaries of the disposal area? This would allow detec-
tion of toxic substances at a point farther removed from the river,
providing an additional safety factor.

I feel the potential for pollution is worthy of additional consider-
ation. The Board has no authority to require changes in your oper-
ations at the moment. However, by receipt of a copy of this letter
the Environmental Protection Agency is alerted to the situation and
may wish to pursue the matter further.

Your cooperation in supplying the information requested is greatly
appreciated.

Sincerely,

Dr. Samuel R. Aldrich, Member
Pollution Control Board
N-309 Turner Hall
University of Illinois
Urbana, Illinois 61801

SRA:nd

cc: Pollution Control Bd.
William Blaser

HED 0000569

HMS001855

EPA/CERRO COPPER/EIL/PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.
EPA/CERRO COPPER/EIL/PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

HEB 0000570

HMS001856

013223

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

Monsanto

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL

TREAT AS PROTECTED UNDER ATTORNEY-CLIENT

Monsanto Company
Saugel, Illinois 61801
Phone (815) 241-5675

PRIVILEGE AND WORK-PRODUCT DOCTRINE.

June 24, 1971

Samuel R. Aldrich, Member
Pollution Control Board
N-411 Turner Hall
University of Illinois
Urbana, Illinois 61801

Dear Dr. Aldrich:

We have received your letter of June 22, 1971 concerning the deposition of chemical wastes at the Saugel Area.

As per your request we have attached a copy of a map of the area indicating the location of the five operational test wells that we described in our correspondence of June 3, 1971.

For your convenience we have indicated by red pencil the distances these wells are from the Mississippi River and the boundaries of the liquid waste disposal area.

Two of the wells are about 75 feet from the foot of the river bank and the third is about 350 feet. The other two are on the east side of the landfill about 750 feet from the foot of the river bank.

Please advise if we can be of further service in this matter.

Sincerely yours,

P. E. Weisler
P. E. Weisler, Director of
Environmental Control

/jhe

Att.

HED 0000571

HMSQ01857

ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

H50 0000572

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

EPA/CERRO COPPER/EIL/PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

RECEIPT FOR CERTIFIED MAIL—36 (plus postage)

Handy L. J. Jr.
113 W. Clinton St.
Chicago, Ill. 60606

NO. 35553

10/27/90

00000000

HED 0000573

MONSANTO INSURANCE COMPANY LITIGATION
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.
EPA/CERRO COPPER/EIL/PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

0 211 0000

MONSANTO INSURANCE COMPANY LITIGATION

PLEASE PRINT NAME, ADDRESS, CITY, STATE, ZIP CODE, AND PHONE NUMBER.
NAME: John A. Smith
ADDRESS: 1234 Main St.
CITY: Springfield STATE: IL ZIP: 62761
PHONE: 217-555-1234

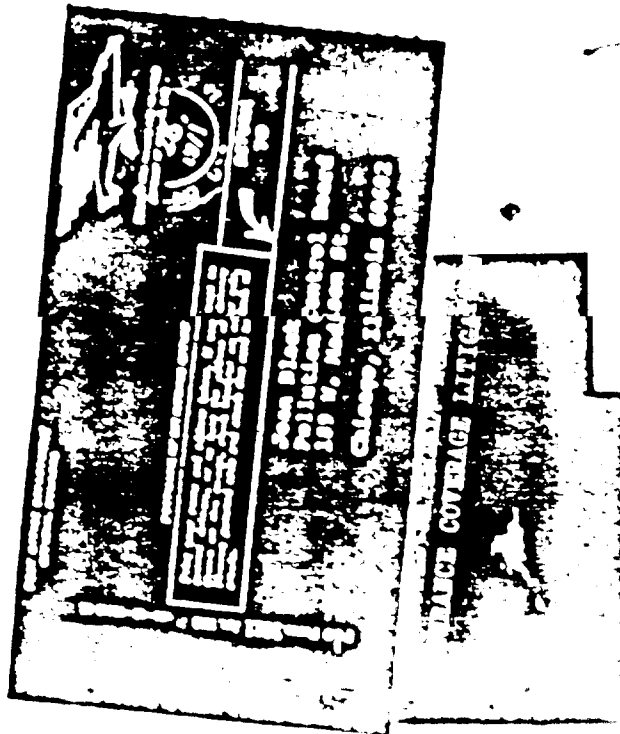
PLEASE PRINT NAME, ADDRESS, CITY, STATE, ZIP CODE, AND PHONE NUMBER.
NAME: John A. Smith
ADDRESS: 1234 Main St.
CITY: Springfield STATE: IL ZIP: 62761
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NAME: John A. Smith
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CITY: Springfield STATE: IL ZIP: 62761
PHONE: 217-555-1234

MONSANTO INSURANCE COMPANY LITIGATION
MAY 25, 1990 ORDER PROTECTED MATERIAL
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PRIVILEGE AND WORK-PRODUCT DOCTRINE
EPA/CERRO COPPER/EIL/PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

HED 0000574



1 2 3 4 5 6 7 8 9 10 11 12

No. 931007

**MATERIAL: MONSANTO
COVERAGE LITIGATION**

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.
EPA / CERRO COPPER / EIL / PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

HED 0000575

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

EPA / CERRO COPPER / EIL / PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE



HED 0000576

0023

EPA / CERRO COPPER / EIL / PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
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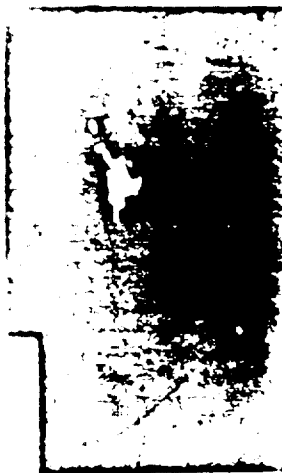


HED 0000577

EPA / CERRO COPPER / EIL / PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION
MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.



No. 930984

RECEIPT FOR CLEARED MAIL - 30 (see page 1)

Handwritten: The fact sheet
3/23/90 with 10/23/90

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30

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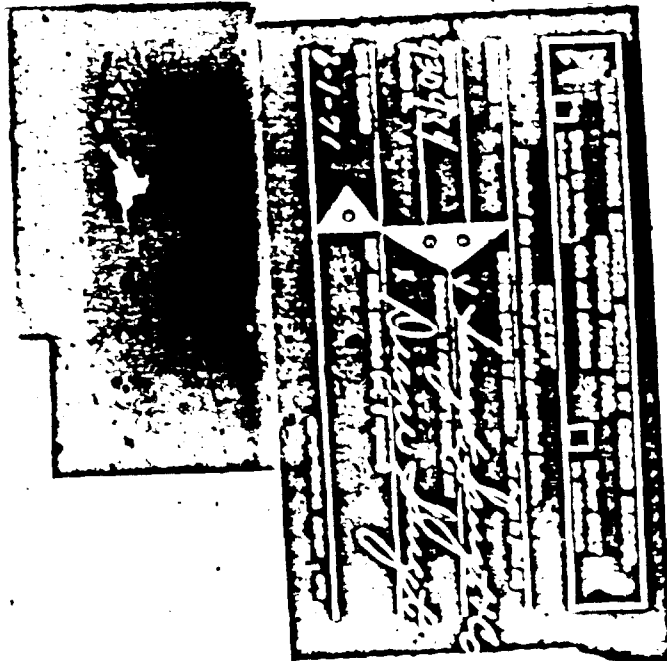
HED 0000578

EPA / CERRO COPPER / EIL / PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.



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HED 0000579

EPA / CERRO COPPER / EIL / PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.



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HED 0000580

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

WATER

LC 11

LC 137

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

EPA / CERRO COPPER / EIL / PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

HED 0000581

PROTECTED MATERIAL MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1980 ORDER, PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

EPA / CERRO COPPER / EIL / PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

City Hall
Sargent, Illinois
April 13, 1976

.....

.....

Environmental Protection Agency
vs.
Paul Sargent and Sargent and Company

PCB 71-96

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

DATE 10/1/80 BY SP-8/BJA

RECEIVED
APR 26 1977

REPORT FOR
ILLINOIS POLLUTION CONTROL BOARD
FILLISHIM COUNCIL BOARD

LEON H. GOLDING & ASSOCIATES

CERTIFIED COURT REPORTERS

20 NORTH LA SALLE STREET - CHICAGO

CHICAGO 60604

HED 0000582

MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

BEFORE THE

ILLINOIS POLLUTION CONTROL BOARD

Environmental Protection Agency

1.

Paul Saugat and Saugat and Company

PCB 71-79

EPA/CERRO COPPER/EIL/PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

The following is a transcript of a
hearing held in the above-captioned matter in
the City Hall, Chicago, Illinois on the 13th
day of April, A.D. 1971, commencing at the
hour of 9:30 o'clock A.M.

REPORT:

MR. STANLEY L. LIND, Hearing Officer.

ATTORNEYS:

MR. ROBERT P. KAUCHER,
Special Assistant Attorney General

4715 West Main Street,
Bellefonte, Illinois.

Appearing for the Environmental
Protection Agency.

MR. HAROLD G. BAKER, JR., Attorney

Driver A,
Bellefonte, Illinois,
Appearing for Paul Saugat and
Saugat and Company.

HED 0000583

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

Witnesses

ANDREW A. VOLLNER
By Mr. Kaucher
By Mr. Baker
ROY HART
By Mr. Kaucher
By Mr. Baker
RICHARD BALLARD
By Mr. Kaucher
By Mr. Baker
KENNETH KENSING
By Mr. Kaucher
By Mr. Baker
ARLIS WUEFFMEIER
By Mr. Baker
By Mr. Kaucher
JERRY ROSEN
By Mr. Baker
By Mr. Kaucher
PAUL SACGET
By Mr. Baker
By Mr. Kaucher

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MONSANTO INSURANCE COMPANY LITIGATION:

MAY 25, 1990 ORDER PROTECTED MATERIAL
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PRIVILEGE AND WORK-PRODUCT DOCTRINE

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EPA/CERRO COPPER/EIL/PCB
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT PRIVILEGE

EXHIBITS

<u>Number</u>	<u>Marked</u>	<u>Admitted</u>
COMPLAINANT'S 1	12	12
COMPLAINANT'S 2A through 2H	12	27
RESPONDENT'S 1, 2, 3, 4	154	155

HED 0000584

CERTIFIED MAIL

May 7, 1973

IN REPLY REFER TO:
ST. CLAIR COUNTY - Land Pollution Control
Sauget/Sauget Toxic Dump

Mr. Paul Sauget
Sauget and Company
2902 Monsanto Avenue
Sauget, Illinois 62206

Dear Mr. Sauget:

An investigation of an alleged violation of the Environmental Protection Act involving your property located on property owned by Monsanto Company off Riverview Avenue in Sauget, Illinois was made on April 24, and 25, 1973.

The inspections disclosed the following conditions which may constitute violations of the Illinois Environmental Protection Act and Rules and Regulations for Refuse Disposal Sites and Facilities:

A refuse disposal site was being operated without a valid permit from this Agency, in apparent violation of the Environmental Protection Act.

Open dumped chemical barrels were observed.

The cinders and ash which you were using for cover material is not in accordance with the Rules and Regulations.

Refuse was not being satisfactorily covered.

The site is subject to flooding by the Mississippi River.

The finished areas of your landfill have not received satisfactory final cover.

Chemical barrels were observed to be present in pools of ponded chemicals and water.

The holding pits constructed to segregate specific liquid chemicals were observed to be inefficient, in that the area on the site used for liquid chemicals disposal was effectively one large pond of chemicals and water.

MCO 0546131

Mr. Paul Sauget
Page -2-
May 7, 1973

The Agency is considering presentation of the results of this investigation to the Pollution Control Board pursuant to the enforcement provisions of the Environmental Protection Act.

If you desire, you may report in writing, to the undersigned, any facts which you feel indicate that the above noted results of our investigation are incorrect.

Very truly yours,

ENVIRONMENTAL PROTECTION AGENCY



C. E. Clark, Manager
Surveillance Section
Division of Land Pollution Control

KGM:me
cc IV

cc: Monsanto Company ✓
c/o Michael Foresman
Sauget, Ill

MCO 0546132

Santo

INVOICE DISTRIBUTIO

VENDOR NUMBER					PURCHASE ORDER NUMBER: B 33739									
ACCOUNT					AMOUNT		C R	TAX CODE	N D I	MATERIAL CODE	QUANTITY		OTHER	
DIV	LOC	MAIN	SUB	CLASS									TYPE	DETAIL
2	3	914	23	804	4122.00									

PHONE: 337-4600

PHONE: 332-1863

SAUGET & COMPANY

2902 MONSANTO AVE. SAUGET, ILLINOIS 62206

DATE May 11, 1973

TO

Monsanto Company
Accounting Department
Sauget, Illinois 62206

B 33739INVOICE N^o 12502

YOUR ORDER NO.

TERMS

Date		Reference		Amount
Hauling:				
<u>Date</u>	<u>Loads</u>	<u>Rate for Truck</u>	<u>Price of Dirt</u>	
4-25	3	\$13.00	\$3.00	\$ 48.00
4-26	15	13.00	3.00	240.00
4-26	143	12.00	2.00	2,000.00
4-27	131	12.00	2.00	1,834.00
Total:				\$ 4,122.00

chye

[Signature]
5/16/73

MCO 0546133

NIGHT Supts

IF YOU HAVE PROBLEMS ON THE LANDFILL
AND NEED HELP FROM SAUGET'S PEOPLE, THE
FOLLOWING ORDER OF NUMBERS ARE THE BEST
TO CALL:

- 1ST - CALL THE LANDFILL AT ³³⁷⁻⁴⁶⁰⁰ ~~332-6959~~ TO
SEE IF THEY HAVE A "CAT DRIVER ON OR
SOMEONE WHO CAN HELP
- 2ND - CALL BOB DAILY AT 332-0640 - HE IS
MR SAUGET'S LANDFILL FOREMAN AND CAN
ALSO OPERATE THE CATS.
- 3RD - CALL MR. SAUGET AT 337-6057
- 4TH - CALL ME AT 332-1895 - IF YOU CANT
GET THE FIRST THREE I CAN DRIVE
THE CAT OR ARRANGE FOR A WRECKER
OR WHAT WE NEED

Harry Rayfield

MCO 0546134

DATE October 14, 1972 cc C. Buckley
H. Rayfield
SUBJECT Status Report - Disposal of Trash & T. Dalton
Construction Waste D. Malm - JFQ
REFERENCE Memo 10/9/72 D. Malm - WGK-JFQ Solid J. Brown - JFQ
Waste Disposal, Memo 10/12/72 H. Rayfield, T. Dalton - Operation
TO P. Heisler of Sanitary Landfill

The following actions will be taken by the Environmental Control Group to support the efforts of other individuals for the long range disposal of trash and construction waste.

- A. Continue working with Paul Sauget to obtain a permit for the new trash disposal site. (See attached map)
- B. Work with TSD (as requested) in the evaluation of hauling methods within WGK for trash.
- C. Investigate the feasibility of selling used lever paks.

Attached for your information is a map showing the location of the proposed landfill site, the Old Sauget Sanitary Landfill, and the present site of the Sauget Sanitary Landfill. The last two are on the west (wrong) side of the levee. The chemical disposal area was not detailed on this map.

M.R.

M.R. Foresman
Environmental Control

dm

Attachments

PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MONSANTO INSURANCE COMPANY LITIGATION:
MAY 25, 1990 ORDER PROTECTING MATERIAL
TREAT AS PROTECTED UNDER ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE.

HED 0000820

MCO 0546248

HMSQ02340

IN 10 REV 11-88

MONSANTO INSURANCE COMPANY LITIGATION
MAY 20, 1984 ORDER REJECTING MONSANTO'S
TREAT AS PING PONG GAME ATTORNEY-CLIENT
PRIVILEGE AND WORK-PRODUCT DOCTRINE
PROTECTED MATERIAL: MONSANTO
INSURANCE COVERAGE LITIGATION

MISSISSIPPI RIVER

MAP OF THE
COMMONFIELDS
OF
CAHOKIA
AND
ENVIRONS

LEGEND

- Proposed landfill site for Monsanto trash
- Old Saugat Sanitary Landfill
- Present site of Saugat Sanitary Landfill

HED 0000821

MCD 0546249

HMSG02341

MISSISSIPPI

